



## NEC3 Term Service Contract (TSC3)

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

and

for **Medupi Power Station Project Configuration  
Management Services**

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**Contents:**

**No of  
pages**

**Part C1 Agreements & Contract Data**

**Part C2 Pricing Data**

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**CONTRACT No. [Insert at award stage]**

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## **PART C1:      AGREEMENTS & CONTRACT DATA**

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## C1.1 Form of Offer & Acceptance

### Offer

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

#### Project Configuration Management Services at Medupi 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	The offered total of the Prices exclusive of VAT is	<b>Rates based contract</b>
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>Rates based contract</b>
	(in words) <b>See C2.2 for Pricelist</b>	

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:

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

## 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)	Miss Zandi Shange	
Capacity	General Manager: Medupi Project Division	
<b>for the Employer</b>	Eskom Holdings SOC Limited Medupi Power Station Private Bag x9003 LEPHALALE 0555 <i>(Insert name and address of organisation)</i>	

Name & signature of witness		Date	
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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	[•]	[•]

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	_____	Miss Zandi Shange
Capacity	_____	General Manager: Medupi Project Division
On behalf of	_____	Eskom Holdings SOC Limited Medupi Power Station Private Bag x9003 LEPHALALE 0555
Name & signature of witness	_____	Mr C Mkumbeni Manager: Procurement
Date	_____	_____

## C1.2 TSC3 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a State-Owned Company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Service Manager</i> is (name):	<b>TBA</b>
	Address	<b>Medupi Power Station Steenbokpan Road Lephalale 0555</b>
	Tel	<b>TBA</b>
	e-mail	<b>TBA</b>

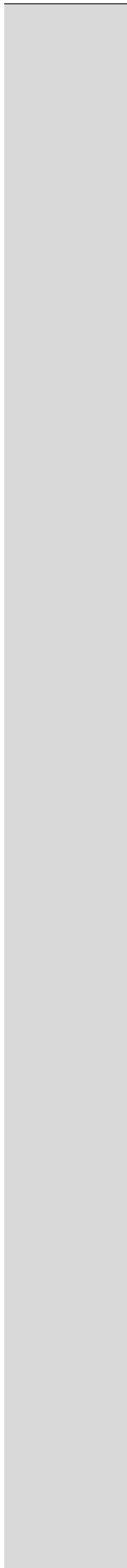
<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

11.2(2)	The Affected Property is	<b>Medupi Power Station Lephalale</b>
11.2(13)	The <i>service</i> is	To provide a service contract consisting of nine (9) Configuration Management Technicians, two (2) Senior Configuration Management Technicians, three (3) Document Controllers, one (1) Senior Document Controller for a period of sixteen (16) months. Procure, supply, deliver and install plant labels, stencilling, scaffolding including labour for a period of ten (10) months. The plant labelling and stencilling labour shall comprise of four (4) labels installation labourers, two (2) stencilling labourers, one (1) Supervisor, one (1) Coding Technician and one (1) CAD Officer. The <i>Contractor</i> shall provide accommodation, transport to and from work, laptops, PPE, Medicals and Safety File as per the price list provided herein under C2.2. The scope of work of the Senior Configuration Management Technicians and Configuration Management Technicians, Document Controllers, CAD Officer, plant labelling and stencilling staff is covered in the scope of work document referenced herein which shall be read with this contract.
11.2(14)	The following matters will be included in the Risk Register	<p><b>Label installation and stencilling staff that meet the work experience requirement who however do not meet the minimum qualification requirement.</b></p> <p><b>Schedule to complete the plant labels and stencilling installation within 10months.</b></p> <p><b>Schedule to complete the submission of PBS reports to Gx within 16months.</b></p> <p><b>Working at heights and on the roof top of the plant.</b></p> <p><b>Non-adherence to PSR/ORHVS regulations for plant areas which might require a permit to work to be issued.</b></p> <p><b>Hot weather conditions.</b></p> <p><b>Covid-19 pandemic.</b></p>
11.2(15)	The Service Information is in	<b>Part C3: Scope of Work and all procedures to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>

<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for plant labelling and stencilling for acceptance within.	<b>2 weeks of the Contract Date</b>
	The <i>Contractor</i> submits a first plan for submission of PBS reports to Gx for acceptance within.	<b>4 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBA</b>
30.1	The <i>service period</i> is	<b>16 months</b>
<b>4</b>	<b>Testing and defects</b>	If the <i>Supplier</i> fails to correct the defects after four (4) weeks of being notified, the <i>Service Manager</i> assesses the cost of having the defect corrected by others and the <i>Supplier</i> pays this amount as per clause 44.1.
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>The 25<sup>th</sup> day of each successive month.</b>
50.1	Certification	<b>Both parties agree that the <i>Service Manager</i> must certify payment within one week of each assessment date / date upon which the payment certificate is submitted.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>30 Calendar days after receiving of invoice</b>
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event</p>

of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	Clause 61.3:  If the <i>Contractor</i> does not notify a compensation event within two weeks of becoming aware of the event, he is not entitled to a change in price.  Clause 62.3:  The <i>Contractor</i> submits quotation within one week of being instructed to do so by the <i>Service Manager</i> .																			
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data																			
8	Risks and Insurance																				
80.1	These are additional <i>Employer's</i> risks	N/A																			
83.1	<div>The <i>Employer</i> provides these insurances from the Insurance Table</div> <div>The Contractor will be liable for the applicable deductible, if any</div>	<table><tr><th colspan="2">INSURANCE TABLE</th></tr><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr><tr><td>Assets All Risk</td><td>As per the insurance policy document.</td></tr><tr><td>Project insurance</td><td>As per the insurance policy document.</td></tr><tr><td>General and Public Liability</td><td>As per the insurance policy document.</td></tr><tr><td>Environmental Liability</td><td>As per the insurance policy document.</td></tr><tr><td>Motor Fleet and Mobile Plant</td><td>As per the insurance policy document.</td></tr><tr><td>Terrorism</td><td>As per the insurance policy document.</td></tr><tr><td>Cyber Liability</td><td>As per the insurance policy document.</td></tr></table>		INSURANCE TABLE		Insurance against	Minimum amount of cover or minimum limit of indemnity	Assets All Risk	As per the insurance policy document.	Project insurance	As per the insurance policy document.	General and Public Liability	As per the insurance policy document.	Environmental Liability	As per the insurance policy document.	Motor Fleet and Mobile Plant	As per the insurance policy document.	Terrorism	As per the insurance policy document.	Cyber Liability	As per the insurance policy document.
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83.1	The <i>Contractor</i> provides these additional insurances:	<div>The <i>Contractor</i> provides the insurances stated in the Insurance Table. The insurances provide cover for events which are at the <i>Contractor's</i> risk from the <i>starting date</i> until the end of the <i>service period</i> or a termination certificate has been issued</div> <table><tr><th colspan="2">INSURANCE TABLE</th></tr><tr><th>Insurance against</th><th>Minimum amount of cover or minimum limit of indemnity</th></tr></table>		INSURANCE TABLE		Insurance against	Minimum amount of cover or minimum limit of indemnity														
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Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.</p>
Loss of or damage to Plant and Materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.</p>
Loss of or damage to Equipment	<p>The replacement cost where not covered by the <i>Employer's</i> insurance.</p> <p>The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance.</p>
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service	<p><b><u>Loss of or damage to property</u></b> The replacement cost or the deductible if an insurance policy is applicable.</p> <p><b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.</p>
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

<b>9</b>	<b>Termination</b>	<b>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.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>TBA</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	All disputes shall in the first instance be directed at the <i>Service Manager</i> and the <i>Contractor's</i> Representative on site. If the dispute remains unresolved within 7 (seven) days of the dispute being raised, the person having raised the dispute refers dispute to the <i>Contractor's</i> senior management who shall engage the <i>Service Manager</i> to settle the dispute. In the event that the Parties fail to reach agreement within 14 (fourteen) days of the dispute having being referred to the <i>Contractor's</i> senior management by the person raising the dispute then the dispute shall be referred to the <i>Adjudicator</i> who shall be the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator within 14 (fourteen) days of either Party having notified the other Party of its intention to refer the dispute to Adjudication, the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	<b>To be selected for list of Adjudicators available from Arbitration foundation of Southern Africa</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) or its successor body.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>

12	Data for secondary Option clauses																					
X1	Price adjustment for inflation																					
X1.1	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p> <p>Fixed</p> <p>Labour</p> <p>Transport</p> <p>PPE, Accommodation, Labelling, Scaffolding, Laptops, Medicals</p>	<p>Rates are fixed and firm for first 12 Months after first order placement date. There after CPA escalation will apply. Base Date: Month before closing date of tender.</p> <table><tr><td>proportion</td><td>linked to index for</td><td>Index prepared by</td></tr><tr><td>0.15</td><td>Fixed</td><td>N/A</td></tr><tr><td>0.75</td><td>Table C3</td><td>SEIFSA</td></tr><tr><td>0.05</td><td>Table L2A</td><td>SEIFSA</td></tr><tr><td>0.05</td><td>Table D3</td><td>SEIFSA</td></tr><tr><td colspan="3">1.00</td></tr></table>	proportion	linked to index for	Index prepared by	0.15	Fixed	N/A	0.75	Table C3	SEIFSA	0.05	Table L2A	SEIFSA	0.05	Table D3	SEIFSA	1.00				
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0.05	Table L2A	SEIFSA																				
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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. South African Law.																				
X17	Low service damages	The Contractor will be penalised as per the Table of Low Service Damages under Table 1.																				
	Table 1: Table of Low Service Damages X17																					
	<table><tr><th>Low Service Description</th><th>Value of Service Damages</th><th>Limit of Low Service Damage</th></tr><tr><td>Service delays – not completing 90% of the activities as per agreed schedule of the month.</td><td>2% of the assessment value.</td><td>Limited to 5% of the assessment value.</td></tr><tr><td>Rework due to poor workmanship.</td><td>1% of the assessment value.</td><td>Limited to 5% of the assessment value.</td></tr></table>				Low Service Description	Value of Service Damages	Limit of Low Service Damage	Service delays – not completing 90% of the activities as per agreed schedule of the month.	2% of the assessment value.	Limited to 5% of the assessment value.	Rework due to poor workmanship.	1% of the assessment value.	Limited to 5% of the assessment value.									
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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 Employers Annual Construction All Risk Insurance Policy (Format A)																				

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is limited to the value per task order.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	12 months after the end of the service period.
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	7 business days of receiving the Task Order
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	Z1 to Z11 always apply. Z12 has been added to introduce the SD&L Penalty clause.

## **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 *Consultant* 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 *Consultant*:
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the OHS Act 85 of 1993, 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 OHS Act 85 of 1993 and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Sub-consultants, employees and others under the *Consultant'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 <i>Contractor</i> , 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.

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service 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 Service for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Service for this reason, the procedures and amounts due on termination are respectively P1, P2, P3 and P4, and A1 and A3.
- Z 11.4 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 SD&L Retention Penalties**

The *Employer* intends to improve local skills development by ensuring that technical support is directed towards enhancing supplier capacity, capability within the industry or sector of operation and create jobs especially for the youth to alleviate poverty and unemployment. The SD&L requirements accompanying this contract shall be monitored and reported on a monthly and quarterly basis. Failure to comply to the SD&L requirements will be taken serious by the *Employer*. The *Employer* shall review the quarterly reports submitted by the *Contractor* within thirty (30) days of receipt of the reports and notify the *Contractor* in writing if their SD&L obligations have not been met. Upon notification by the *Employer* that the *Contractor* have not met their SD&L obligations, the *Contractor* shall be required to implement corrective measures to meet those SD&L obligations before the commencement of the following quarter, failing which the following retention shall be invoked.

- a. The *Employer* shall be permitted to retain 2.5% (two and half percent) of the invoices (excluding VAT) as security for the fulfilment by the tenderers of their SD&L obligations.
- b. Once the *Employer* has verified that tenderers have fulfilled their SD & L obligations, the 2.5% retained shall be approved for reimbursement by Eskom to suppliers within 90 (ninety) days of verification by Eskom.

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	<b>C3.1</b>
21.1	The plan identified in the Contract Data is contained in:	<b>C3.2 referenced in C3.1 paragraph 2.1</b>
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
		<b>CV's (and further key person's data including CVs) are in</b>
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>The document called "price list" in Part 2 C2.2 of this tender</b>
11.2(19)	The tendered total of the Prices is	<b>Rates Based</b>

Part 2: Pricing Data

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
C2.2	The price list	

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of <ul style="list-style-type: none"><li>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and</li><li>where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li></ul>
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;

- Understands the function of the Price List and how work is priced and paid for.
- Is aware of the need to link operations shown in his plan to items shown in the Price List.
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

### **Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

### APPENDIX A: PRICE LIST

Description	Unit	Rate	
CONFIGURATION STAFF (16 months period)			
Senior CM Technician - normal time	per hour	R	-
Senior CM Technician - Saturday	per hour	R	-
Senior CM Technician - Sunday	per hour	R	-
CM Technician - normal time	per hour	R	-
CM Technician - Saturday	per hour	R	-
CM Technician - Sunday	per hour	R	-
Snr Document Controller - normal time	per hour	R	-
Snr Document Controller - Saturday	per hour	R	-
Snr Document Controller - Sunday	per hour	R	-
Document Controller - normal time	per hour	R	-
Document Controller - Saturday	per hour	R	-
Document Controller - Sunday	per hour	R	-
LABELLING STAFF (10 months period)			
Supervisor with installation experience	per hour	R	-
Artisan with installation experience	per hour	R	-
Artisan with stencilling experience	per hour	R	-
Draughtsman	per hour	R	-
Technician with Coding Experience	per hour	R	-
Accommodation (Configuration Staff)	per person month	R	-
Accommodation (Labelling Staff)	per person month	R	-
PPE (Configuration Staff)	per person	R	-
PPE (Labelling Staff)	per person	R	-
Transport (15Seater) _ Configuration Staff	per month	R	-
Transport (15Seater) _ Labelling Staff	per month	R	-

Description	Unit	Rate
Medicals	per person	R -
Laptops	per person	R -
<b>Materials</b>		
Labels		R -
(Please insert the Total amount calculated in Appendix C, D, E and F)		
<b>Scaffold</b>		R -
(Please insert the amount calculated in Appendix B)		
<b>TOTAL ESTIMATED COST</b>		

## APPENDIX B: SCAFFOLDING

ML Pa Fans –	2.5 x 2.5 x 10 = 6 off each
	5 x 2.5 x 12 = 6 of each
	2.5 x 2.5 x 3 = 6 off each
16ML Burners Boiler	2.5 x 1.5 x 3 = 6 off each
20ML Burners Boiler	2.5 x 1.5 x 3 = 6 off each
24ML Burners Boiler	2.5 x 1.5 x 3 = 6 off each
28ML Burners Boiler	2.5 x 1.5 x 3 = 6 off each
33ML Burners Boiler	2.5 x 1.5 x 3 = 6 off each
20ML Emergency Spray Water Valves	2.5 x 2.5 x 8 = 6 off each
	2.5 x 2.5 x 8 = 6 off each
Gas Air Heater L/S and R/S sides	2 x 2 x 4 = 12 off each

48ML Transfer House no 4	2.5 x 2.5 x 6 = 6 off each
0ML Turbine – Overhead Cranes	2.5 x 2.5 x 6 – 6 off each
	2.5 x 2.5 x 6 – 6 off each
	2.5 x 2.5 x 6 – 6 off each
	2.5 x 2.5 x 6 – 6 off each
5ML Turbine Overhead Crane	2.5 x 2 x 5 - 6 of each
	2.5 x 1.8 x 4 - 6 of each
Turbine 9 ML overhead Crane	2.5 x 2.5 x 9.5 – 12 of each
	2.5 x 2.5 x 9.5 – 12 of each
	2.5 x 2.5 x 7 – 12 of each
	2.5 x 2.5 x 9.5 – 12 of each
Turbine HP Heater	2.5 x 1.5 x 5 – 6 off each
( Feed Water Tank Bottom)	
Turbine HP Heater	2.5 x 1.5 x 3 – 6 off each
( Feed Water Tank Top) –	6.5 x 1.5 x 4 – 6 off each
	2.5 x 1.5 x 3 – 6 off each
	2.5 x 1.5 x 5 – 6 off each
	2.5 x 1.5 x 2.5 – 6 off each
CEP Building 2nd floor	2.5 x 1.5 x 4 – 6 off each
	2.5 x 2.5 x 5.5 – 6 off each

DESCRIPTION	UOM	RATE
Hire Scaffolding Material	per ton	R -
Scaffolding Supervisor ( normal time)	per hr	R -
Overtime	per hr	R -
Sunday	per hr	R -
Scaffolding Erector (normal time)	per hr	R -
Overtime	per hr	R -
Sunday	per hr	R -
Scaffolding hand (normal time)	per hr	R -
Overtime	per hr	R -
Sunday	per hr	R -
Daily Transport	per day	R -
On site truck 3 ton truck	per day	R -
Delivery of scaffold materials, applicable both ways	per ton	R -
Medicals	Per person	R -
PPE	Per person	R -

## APPENDIX C: LABELS

APPENDIX C: LABELS								
PRICE LIST - (Manufacture, supply and install labels): Reference Doc - 240-100523028								
	Description	Size	Data Matrix "Barcode"	Plant Colour Code "Dot"	Material Type	Unit Price Each (ZAR)	Estimated Quantities of labels	Total Price ZAR
1	LABELS	mm	Optional	Optional		Price per each		
	Label type GC	120X50		Required	Anodised Aluminium		7 000	R -
	Backplate			Required	Anodised Aluminium		7 000	R -
	Label type GD	120X50		Required	Anodised Aluminium		0	R -
	Backplate			Not Required	Stainless Steel		0	R -
	Label type GE	95X20		Required	Anodised Aluminium		0	R -
	Backplate			Not Required	Anodised Aluminium		0	R -
	Label type GH	100X50		Required	Anodised Aluminium		500	R -
	Label type ED	160x40		Not Required	Plastic			R -
	Label type EK	20x10		Required	White Graflux		400	R -
	Stencil	20 Characters. Font to be determined (Pipe diameter or plant area)		Required	(Heat resistant)		2000	R -
2	KKS LABELS FITTING CONSUMABLES							
	Stainless Steel Cable Tie (per pack of 100)			Required			200	R -
	Stainless Steel Cable Strap (per roll)			Required			2000	R -
	Hose clamps (per packet of 10)	14 – 32 mm		Required			1000	R -
	Hose clamps (per packet of 10)	19 – 44 mm		Required			1000	R -
3	TOTAL COST							

**APPENDIX D: STENCILING BOILER AREA**

APPENDIX D: STENCILING BOILER AREA											
PRICE SCHEDULE											
Plant Area	Item	Level	Dimensions Circle (Stencil)	Dimensions Letter (Stencil)	Estimated quantity per Unit	Substrates	Stencil	Chromade k	Adhesive Method	Price per item	Total Price
<b>BOILER HOUSE</b>	Stencil	0m level	200mm	150 mm	60	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	12m level	200mm	150 mm	9	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	16m level	200mm	150 mm	15	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	20m level	200mm	150 mm	22	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	24m level	200mm	150 mm	16	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	28m level	200mm	150 mm	30	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	33m level	200mm	150 mm	15	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	43m level	200mm	150 mm	13	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	48m level	200mm	150 mm	22	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	59m level	200mm	150 mm	14	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	63m level	200mm	150 mm	13	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	70m level	200mm	150 mm	16	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	74m level	200mm	150 mm	24	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	77m level	200mm	150 mm	26	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	80m level	200mm	150 mm	22	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	84m level	200mm	150 mm	21	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	87m level	200mm	150 mm	20	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	91m level	200mm	150 mm	16	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	96m level	200mm	150 mm	9	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	99m level	200mm	150 mm	12	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	108m level	200mm	150 mm	9	Steel I-Beams	Painting		Direct Stencil		R -
	Stencil	0m level	200mm	150 mm	2	Concrete	Painting		Direct Stencil		R -

<b>BOILER LIFTS AND STAIRS</b>	Stencil	12m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	16m level	200mm	150 mm	2	Concrete	Painting		Direct Stencil		R	-
	Stencil	20m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	24m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	28m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	33m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	43m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	48m level	200mm	150 mm	2	Concrete	Painting		Direct Stencil		R	-
	Stencil	59m level	200mm	150 mm	2	Concrete	Painting		Direct Stencil		R	-
	Stencil	63m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	70m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	74m level	200mm	150 mm	2	Concrete	Painting		Direct Stencil		R	-
	Stencil	77m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	80m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	84m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	87m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	91m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	96m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
	Stencil	99m level	200mm	150 mm	2	Concrete	Painting		Direct Stencil		R	-
	Stencil	108m level	200mm	150 mm	1	Concrete	Painting		Direct Stencil		R	-
<b>BOILER STAIRS (CORRU GATED)</b>	Stencil	16m level	200mm	150 mm	1	Corrugated Sheath		Chromade k	Rivets		R	-
	Stencil	24m level	200mm	150 mm	1	Corrugated Sheath		Chromade k	Rivets		R	-
	Stencil	48m level	200mm	150 mm	10	Corrugated Sheath		Chromade k	Rivets		R	-
	Stencil	63m level	200mm	150 mm	9	Corrugated Sheath		Chromade k	Rivets		R	-
	Stencil	74m level	200mm	150 mm	1	Corrugated Sheath		Chromade k	Rivets		R	-
	Stencil	84m level	200mm	150 mm	1	Corrugated Sheath		Chromade k	Rivets		R	-
	Stencil	87m level	200mm	150 mm	1	Corrugated Sheath		Chromade k	Rivets		R	-
					455							

							<b>Total Price</b>	R	-	

## APPENDIX E: STENCILING TURBINE

APPENDIX E: STENCILING TURBINE													
PRICE SCHEDULE													
Plant Area	Item	Level	Dimensions Circle (Diameter)	Dimensions Letter (Stencil)	Estimated quantity per Unit	Directional Arrows	Unit Colour Coding	Substrates	Stencil	Chroma dek	Adhesive Method	Price per item	Total Price
TURBINE HOUSE	Stencil	(- 5,5)m level	200mm	150 mm	33	Not applicable	Applicable	Steel I-Beams	Painting		Direct Stencilling		R -
	Stencil	0m level	200mm	150 mm	42	Not applicable	Applicable	Steel I-Beams	Painting		Direct Stencilling		R -
	Stencil	3m level	200mm	150 mm	2	Not applicable	Applicable	Steel I-Beams	Painting		Direct Stencilling		R -
	Stencil	9m level	200mm	150 mm	20	Not applicable	Applicable	Steel I-Beams	Painting		Direct Stencilling		R -
	Stencil	(+9)m level	200mm	150 mm	3	Not applicable	Applicable	Steel I-Beams	Painting		Direct Stencilling		R -
AUXILLIARY BAY STAIRS (LEADING TO TURBINE FLOOR)	Stencil	(- 5,5)m level	200mm	150 mm	2	Not applicable	Applicable	Concrete	Painting		Direct Stencilling		R -
	Stencil	0m level	200mm	150 mm	1	Not applicable	Applicable	Concrete	Painting		Direct Stencilling		R -
	Stencil	6,6m level	200mm	150 mm	9	Not applicable	Applicable	Concrete	Painting		Direct Stencilling		R -
	Stencil	9m level	200mm	150 mm	4	Not applicable	Applicable	Concrete	Painting		Direct Stencilling		R -
	Stencil	13,6m level	200mm	150 mm	6	Not applicable	Applicable	Concrete	Painting		Direct Stencilling		R -
	Stencil	16m level	200mm	150 mm	4	Not applicable	Applicable	Concrete	Painting		Direct Stencilling		R -
	Stencil	20,6m level	200mm	150 mm	2	Not applicable	Applicable	Concrete	Painting		Direct Stencilling		R -
ACC	Stencil	0m level	200mm	150 mm	35	Not applicable	Applicable	Concrete			Direct Stencilling		R -
TURBINE HOUSE HALL	Stencil	24m level	300mm	200 mm	1	Not applicable	Applicable	Corrugated Sheath		Chroma dek	Rivets		R -

<b>AUX BAY TRANSITION</b>	Stencil	48m level	200mm	150 mm	12	Applicable	Applicable	Corrugated Sheath		Chroma dek	Rivets		R -
					176								
									<b>Total Price</b>		R -		

## APPENDIX F: PIPING STENCILING

<b>APPENDIX F: PIPING STENCILING</b>												
<b>PRICE SCHEDULE</b>												
Plant Area	Item	Level	Pipe dimensions (diameter)	Stencil (Font dimensions)	Estimated quantity per Unit	Directional Flow				Adhesive Method	Price per item	Total Price
							Substrates	Stencil	Colour Band			
<b>BOILER PIPING</b>	Non-Lagging Pipe	Sectional and bends	35mm	20mm	100	Applicable	Steel Piping	Painting	Applicable	Direct Stencilling		R -
	Non-Lagging Pipe	Sectional and bends	200mm	100mm	200	Applicable	Steel Piping	Painting	Applicable	Direct Stencilling		R -
	Non-Lagging Pipe	Sectional and bends	(+200)mm	150mm	200	Applicable	Steel Piping	Painting	Applicable	Direct Stencilling		R -
<b>TURBINE PIPING</b>	Non-Lagging Pipe	Sectional and bends	35mm	20mm	400	Applicable	Steel Piping	Painting	Applicable	Direct Stencilling		R -
	Non-Lagging Pipe	Sectional and bends	200mm	100mm	300	Applicable	Steel Piping	Painting	Applicable	Direct Stencilling		R -
	Non-Lagging Pipe	Sectional and bends	(+200)mm	150mm	300	Applicable	Steel Piping	Painting	Applicable	Direct Stencilling		R -
<b>WTP</b>	Non-Lagging Pipe	Sectional and bends	35mm	20mm	400	Applicable	Steel Piping	Painting	Applicable	Direct Stencilling		R -
	Non-Lagging Pipe	Sectional and bends	200mm	100mm	400	Applicable	Steel Piping	Painting	Applicable	Direct Stencilling		R -
	Non-Lagging Pipe	Sectional and bends	(+200)mm	150mm	300	Applicable	Steel Piping	Painting	Applicable	Direct Stencilling		R -
<b>OTHERS</b>	Non-Lagging Pipe	Sectional and bends	200mm	150 mm	0	Applicable	Steel Piping	Painting	Applicable	Direct Stencilling		R -
					2600							
								<b>Total Price</b>		R -		

PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's</i> Service Information	N/A
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## 1 Description of the service

### 1.1. Executive overview

Configuration Management services is one of those services required throughout the project life cycle of the plant to accurately classify plant systems in terms of their physical and functional characteristics using the approved coding standard (KKS Coding standard in Eskom Coal Power Plants), to verify that the plant is constructed as per approved designs and to maintain the design baseline by following approved design change procedures.

The Project Configuration Management service contract will be required to support the projects which are currently under execution for example the Fire Ring Main and HVAC, projects which are planned and have been approved for execution, projects which are at the Close-Out phase in terms of completing As-Built drawings, to support the handover of documents to Gx, close KKS defects, stencilling of identified crawl beams and install KKS plant labels as per the scope of work which should be read with this contract.

The service will be for the supply of nine (9) Configuration Management Technicians, two (2) Senior Configuration Management Technicians, three (3) Document Controllers, one (1) Senior Document Controller for a period of 16months. The following plant labelling and stencilling resources will be required for a period of 10months, one (1) CAD Officer, four (4) plant labelling labourers, two (2) stencilling labourers, one plant labelling Supervisor and one (1) Coding Technician. Furthermore, the *Contractor* shall procure, supply, install KKS labels and provide all tools required to complete the installation of labels and stencilling including access platforms for example scaffolding, temporal lighting and provide necessary training (for example working height, working in confined spaces etc) for their employees to complete the installation safely and meet the acceptable quality standard.

### 1.2. Employer's requirements for the service

The *Contractor* shall provide the service as per the service information according to clause 20.1. The service information is covered in the scope of work document (348-9999652). The Contractor shall verify and ensure that the plant is labelled according to the KKS Coding and Labelling Standard (200-3340) and VGB-B 105 E 5<sup>th</sup> edition- KKS Guideline and notify the *Service Manager* of any deviations to the above-mentioned standard and guideline. Where there is a discrepancy between the KKS Coding and Labelling Standard and VGB-B 105, the VGB-B 015 guideline shall take precedence.

The *Contractor* is responsible to ensure that materials used to manufacture labels for a particular plant conform to KKS Coding and Labelling Standard mentioned above. Acceptance of the *Contractor's* labels by the *Service Manager* does not remove the liability from the *Contractor* to provide the correct labels specified as per clause 14.1.

The *Contractor* shall assess the activities taking place onsite and plan his work in such manner that minimises interference caused to the operation of the plant, affected property and other activities taking place in the same vicinity.

The *Contractor* shall provide the services in accordance with Eskom Life Saving Rules and adhere to the prescripts of the OHS Act 85 of 1993, Plant Safety Regulations any other regulations and procedures specified by the *Employer*.

The *Contractor* shall provide the *Services* as per Task Order which will be issued at the beginning of every month for the duration of the contract.

### 1.3. Interpretation and terminology

The following abbreviations are used in this contract.

Abbreviation	Explanation
AFIS	Automated Fingerprint Identification System
BBBEE	Broad Based Black Economic Empowerment
BOP	Balance of Plant
CM	Configuration Management
C&I	Control and Instrumentation
CPA	Cost Price Adjustment
DCS	Distributed Control System
ECTA	Electronic Communications and Transactions Act 25 of 2002
Gx	Generation
ISO	International Organization of Standards
KKS	Kraftwerk Kennzeichen System
MISS	Minimum Information Security Standard
MRI	Master Record Index
NEC	New Engineering Contract
OHSA	Occupational Health Safety Act 85 of 1993
PBS	Plant Breakdown Structure
P&ID	Piping and Instrumentation Diagram
PFMA	Public Finance Management Act 29 of 1999
QMP	Quality Management Programme
QCP	Quality Control Plan
SAPS	South African Police Services
SAP	System Applications, Products (Plant Maintenance, Procurement, Finance and Materials Management integrated maintenance management system)
SD&L	Skills Development and Localisation
SOW	Scope of Work
SPO	Smart Plant Owner
VGB	Technische Vereinigung GrossKraftwerks Betreiber E.V (Major Power Plant Users Association).
ZAR/R	South African Rand/s

## 2 Management strategy and start up.

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

The *Service Manager* and the *Contractor* shall have a kick-off meeting before site mobilization to clarify any access to site and *Employer's* network, safety file, payment issues, to clarify the communication protocols and to align the *Contractor's* and *Employer's* requirements. The initial schedule for plant labelling and stencilling which was submitted at tender stage shall be discussed with the *Service Manager* after a week of contract award. A revised plant labels installation and stencilling plan shall be submitted by the *Contractor* after two weeks of contract award. The *Contractor* shall further submit a schedule plan after a month of contract award to complete the submissions of PBS's reports to Gx and proposed how the review comments of the submitted PBS reports from Gx will be addressed and progress status will be reported.

The *Contractor* shall provide the method statement detailing plant labels fixing methods, quality management plan how the *Contractor* will ensure that the plant labels are manufactured in the manner specified in the KKS Coding and Labelling Standard herein referenced. The *Contractor* shall be expected to book for KKS inspections by following the Issuing of KKS Certificate procedure (200-94660) and conduct pre-booking inspections to ensure that the plant aligns with the drawing and the inspection will be successful.

The Contractor shall identify the training needs for their staff and the status thereof to complete installations safely. If there are still any training required indicate the dates when the required trainings will be completed. Any training will be at the employer's costs, the Service Manager will only provide trainings that is only offered by the *Employer*.

## **2.2 Management meetings**

Monthly meetings will be arranged and chaired by the *Service Manager* on the day that will be agreed to between the *Contractor* and the *Service Manager*. During the monthly meetings the Contractor shall prepare a presentation and present progress of plant labelling and stencilling and PBS submission reports to Gx. The *Contractor* shall be expected to attend any ad hoc meetings arranged by the *Service Manager* or the *Employer* including monthly Safety and Health meetings which form part of the statutory OHS Act requirements of the *Employer*. All meetings shall be recorded using minutes of meetings, MS Teams and any other platform sanctioned by the *Employer*. Such minutes of minutes shall be used for the purpose of confirming actions and will serve as another form of issuing an instruction besides formal issuing of a letter. Risk reduction meetings will be arranged on the date agreed to by the *Contractor* and the *Service Manager*.

## **2.3 Contractor's management, supervision and key people**

The *Contractor* to supply organograms with their CV and academic qualification, showing his personnel and their lines of authority and communication. The *Contractor* shall provide the personnel provided at tender stage during the execution of the contract and any changes to the initial provided personnel shall be approved by the *Service Manager*. The *Contractor's* employees shall complete their medicals at the *Contractor's* costs to their external preferred external medical service providers and attend the *Employer's* induction training on an annual basis. The CM resources shall be expected to submit weekly reports to the Service Manager, sign the daily attendance register and weekly timesheets. The supervisor for the plant labelling and stencilling personnel, CAD Officer and Coding Technician shall also be required to submit the weekly reports, attendance registers and timesheets. All the employees will be expected to attend toolbox talks before the start of any work to discuss the work planned for the day, identify any hazards and record the hazards on the risk register with mitigations.

## **2.4 Provision of bonds and guarantees**

N/A

## **2.5 Documentation control**

All communication will be in writing as per the contract in a form that can be read, copied or recorded as per clause 13.1. The language of communication will be English.

- All documents are to be filled in date order in a durable PVC lever arch file with boxing.
- A file indexing is to be adhere too, the Contracts file structure procedure
- Reports are to be in word, excel power point format compatible with office 2010 these may be emailed to the *Service Manager* and a hard copy placed on file.
- Contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e-mail itself.
- All instructions are to be from the *Service Manager* only.

## **2.6 Invoicing and payment**

Both parties agree that the *Service Manager* must certify payment within one week of each assessment date /date upon which the payment certificate is submitted.

The invoice needs to have all supporting documentation attached to the invoice, posting sheets, equipment registers and signed off by both parties. 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:

Eskom Holdings SOC Limited  
Medupi Power Station  
P. Bag 7502  
ONVERWACHT  
0557

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)

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

- Submit a pro forma by the 20th of each month to the Employer
- The Employer will verify and return a payment certificate to the Contractor around 25th of the month
- Following receipt of the payment certificate the Contractor would be required to submit a tax invoice to the Employer and the following email address:

**Local Eskom invoices:** [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)

**Foreign Eskom invoices:** [invoiceseskomforeign@eskom.co.za](mailto:invoiceseskomforeign@eskom.co.za)

## **2.7 Contract change management**

No change to this contract shall have effect unless it has been agreed, confirmed in writing and signed as per clause 12.3. This contract is the entire agreement between the parties and no other agreement outside this contract shall be legally binding and enforceable.

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

All actual costs relating to the Price List need to be copied and the original forwarded to the *Services Manager* on the assessment for the service rendered for the month so that payments can be verified against the invoice.

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

.

Refer to references in the contract

## **2.10 Training workshops and technology transfer**

The *Contractor* shall provide training for his employees which include working at heights, confined spaces at his costs which enable his employees to execute the service safely and within the required quality standard. The Contractor shall provide training for SHE Representative if the number of his employees exceed twenty people onsite according to the OHS Act.

## **2.11 Design and supply of Equipment**

The Contractor shall ensure that plant labels meet the requirements stipulated under the KKS Coding and Labelling Standard. Acceptance of the *Contractor's* labels by the *Service Manager* does not remove the liability from the *Contractor* to provide the correct labels specified as per clause 14.1.

## **2.12 Things provided at the end of the *service period* for the *Employer's***

### **2.12.1. Information and other things**

All data files and computer data need to be handed over to the *Service Manager* on termination or expiry of the contract. The *Contractor* will be expected to store all the work completed under the storage location provided by the *Service Manager*.

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

A Task Order shall be issued to the *Contractor* on a monthly basis and the *Contractor* shall provide the service according to the Task Order.

## **3 Health and safety, the environment and quality assurance**

### **3.1 Health and safety risk management**

#### **3.1.1 Occupational Health and safety**

The Contractor shall comply with the health and safety requirements contained on the Occupational Health and Safety Act (OHSA Act 85 of 1993) and its regulations, Employer Policies and Procedures as well as contract requirements. It is essential that the Contractor is conversant with Eskom safety procedures training prior commencing any work on site. Failure to comply shall result in the Employer suspending execution of services and removing the Contractor from site until compliance is achieved. The Employer may cancel a Task Order and/or terminate the contract depending on the situation and risks to people, plant and equipment, reputation and the Employer's business of electricity supply.

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

Should the Contractor appoint Subcontractors, Contractor shall carry responsibilities of a client as per Construction Regulation 2014.

The Contractor shall ensure that all statutory appointments and appointments required by the management system are in place, and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees.

The Contractor shall appoint a Safety Officer who will be responsible for the premises relevant to this contract and liaise with the Eskom Safety Department accordingly to ensure compliance to Health and Safety Requirements. As a minimum the appointed SO should have National Diploma – Safety Management or Environmental Health.

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

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

The Client expects the Contractor to engage in safety culture initiatives in line with the Eskom SHEQ Policy and value, Zero Harm.

### **3.1.2 Section 37(2) Mandatory agreement**

A section 37(2) agreement must be signed between the *Employer* and the *Contractor* at the time of awarding the contract. A signed copy of this agreement is submitted to the *Employer* prior to commencement of any activity on site. The *Contractor* must ensure that a section 37(2) agreement is signed between them and all their appointed service providers/suppliers for the contract. Copies of all agreements must form part of the Service provider's OH&S file.

### **3.1.3 OHS/SHEQ Policy**

The *Contractor* shall provide an OHS/SHEQ Policy authorised by their Chief Executive (OHS Act Section 16(1) appointee) that clearly states overall SHE/Q objectives and commitment to improving Safety, Health, Environment and Quality.

Eskom has a SHEQ Policy (32-727) that clearly states the policy principles by which Eskom operates and the commitment to SHEQ excellence and is authorised by the Chief Executive. Service Providers shall support Eskom SHEQ policy.

### **3.1.4 Provision for the cost of Health and Safety measures**

The Contractor shall ensure that the submitted tender adequately made provision for the cost of Health, Safety and Environmental measures.

**Note:** the costing for SHE must be itemised based on the overall scope of the project (e.g., Training, provision of PPE, safety equipment purchases, medical surveillance (medicals), occupational health programmes and occupational hygiene surveys etc...)

### **3.1.5 Compensation of Occupational Injuries and Diseases Act (COIDA)**

The Contractor shall be registered with an appropriate employment compensation commissioner or a licensed mutual company or an equivalent of it (for international bidders). This cover shall remain in force during the contract and shall be the responsibility of the Contractor to ensure validity. Contractor must submit proof of a valid registration through a certificate of good standing with the compensation fund or a licensed compensation insurer and ensure that all payments due to the Commissioner are discharged. The Letter of Good Standing shall reflect the name of the Contractor.

**Note:** For international suppliers, the equivalent from the country of origin of the supplier. For a supplier whose country does not issue such certificate equivalent to COID, the relevant legislation must be submitted. However, if the supplier has offices in South Africa and has employed South African citizens, a COID certificate must be submitted.

### **3.1.6 OHS Act**

The principal contractor and appointed contractors shall have an up-to-date copy of the OHS Act and Regulations at all work sites which will be available to all employees (GAR 4).

### **3.1.7 Hazardous work by children (Child Labour)**

The constitution of the Republic of South Africa, in the “Bill of Rights” section 28 (1)(e)-(f) is clear on the rights of children, especially when it comes to:

- being protected from exploitative labour practices.
- not to be required or permitted to perform work or provide services that are inappropriate for a person of that child’s age,
- or places at risk the child’s well-being, education, physical or mental health or spiritual, moral or social development and

The Basic Conditions of Employment Act, Chapter six Section 43 “Prohibition of employment of children” further protects the rights of the child against exploitation. Before resorting to the use of child labour, due consideration must be given to the rights of the child in terms of the constitution. Where work is being performed which is not prohibited in terms of the constitution, then such work must be conducted in terms of the OHS Act “Regulations on Hazardous Work by Children in South Africa” with emphasis on paragraph 2 Purpose and Interpretation. Eskom does not condone the use of child labour and therefore all effort must be exercised, and child labour should not be used.

### **3.1.8 Annexure B: Eskom SHE rules and requirements**

Annexure B is the acknowledgement of Eskom’s SHE rules, and requirements form signed and submitted by the tenderer.

### **3.1.9 SHEQ Induction and Access to site**

All the employees of the Contractor shall attend an Eskom SHEQ induction course provided by the Client before commencement of the contracted work or before they will be allowed to work on the Site. It is the responsibility of the Contractor to ensure that all employees have attended the safety induction. Contractor shall further develop and train all its employees on company specific SHEQ induction. Proof of yearly induction shall be easily identifiable/available at all times.

Prior to attending the induction training, all employees must undergo a pre-employment medical examination and found fit for duty. A copy of the certificate of fitness must be kept in the SHE file on site for the duration of the project.

All employees and visitors on site shall carry the proof of induction training

Only once this induction has been received, will each employee receive a site access permit.

### **3.1.10 OHS Requirements**

The Client expects the *Contractor* to engage in safety culture initiatives in line with the Eskom SHEQ Policy and value, Zero Harm.

It is required that the Contractor comply with the relevant applicable legislation, specifications and standards in accordance with the scope of the project. (i.e., Occupational Health and Safety Act 85 of 1993) and its regulations; Compensation for Occupational Injuries and Diseases Act; and other applicable South African legislation).

This project will abide by applicable legislative requirements and be aligned to Eskom SHEQ Policies, standards, and procedures.

The Service Provider, at all times, considers itself to be the “employer” for the purposes of the OHS Act, and shall not consider itself under the supervision or management of the *Employer* regarding compliance with the OHS requirements.

The *Contractor* shall furthermore not consider itself to be a subordinate or under supervision of the Client in respect of these matter. The *Contractor* is at all times responsible for the supervision of its employees and assumes full responsibility and accountability for ensuring they are competent, aware of the OH&S requirements and execute the works in accordance with the OH&S requirements and legislative requirements.

The *Contractor* must implement their OH&S management system and requirements and incorporate the applicable Eskom requirements into their system.

The *Contractor* shall ensure that all statutory appointments and appointments required by the management system are in place, and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees

### 3.1.11 Legal and Other requirements

It is required that all Service Providers on the project comply with the relevant applicable legislation, specifications and standards in accordance with the scope of the project.

It is the duty of the *Contractor* to ensure that they are familiar with the necessary OHS legislation required.

**When there is an amendment to the Acts and/or to the Regulations, the OHS plan must be reviewed, updated accordingly, and send through to the client. Changes must be communicated to all relevant employees.**

### 3.1.12 Health and Safety file

The Contractor shall compile a Health and Safety (HS) file as per Eskom Medupi safety file requirements. The Contractor shall also ensure that the health and safety file; which shall include all documentation required in terms of the provisions of the Act and its Regulations; is opened and kept on site and made available to an inspector, client or client agents upon request.

The Contractor at the end of the project shall submit health and Safety file to the Client (hard copy file and also in soft copies format).

### 3.1.13 Life Saving Rules

Five Life Saving rules have been developed that will apply to all Eskom Employees, agents, consultants, contractors, service providers, suppliers and visitors. Failure to adhere to these rules will be considered a serious transgression. These rules are being implemented to prevent serious injury or death of any employee, labour broker or contractor working in any area within Eskom.

Eskom Life-saving Rules are non-negotiable health and safety rules which must not be broken under any circumstances. It must be highlighted that Eskom takes a ZERO TOLERANCE stance to violation of these rules. These rules are applicable to any person entering Eskom sites.

**The rules are as follows:**

Rule 1	<p><b>OPEN, ISOLATE, TEST, EARTH, BOND AND/OR INSULATE BEFORE TOUCH</b></p> <p>Any person who performs work on an electrical installation shall ensure that it is isolated, tested and earthed before starting any work. (That is, any plant operating above 1000 V)</p> <p>No person may work on any electrical network unless:</p> <ul style="list-style-type: none"><li>• He / she is trained and authorised as competent for the task to be done.</li><li>• A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work commencing.</li><li>• An equi-potential zone is created for each worker on the job site by earthing, bonding and/or insulating according to approved divisional procedures.</li><li>• All conducting material is connected together, all staff onsite wear electrical safety shoes and insulating techniques are applied according to standards.</li><li>• The authorised person (Team leader) has certified and shown all team members that the apparatus is safe to work on. He / she is trained and authorised as competent.</li></ul>
Rule 2	<p><b>HOOK UP AT HEIGHTS</b></p> <p>Working at Height is defined as any work performed above a stable work surface or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into. A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work at height commencing.</p>

Rule 3	<p><b>BUCKLE UP</b></p> <p>Seatbelts shall be used at all times whilst driving. No person may drive any vehicle on Eskom business and/or on Eskom premises: Unless the driver and all passengers are wearing seat belts.</p>
Rule 4	<p><b>BE SOBER</b></p> <p>No person is allowed to be under the influence of intoxicating liquor or drugs while on duty.</p> <p>Under-the-influence' means the use of alcohol, drugs and /or a controlled substance to the extent that:</p> <ul style="list-style-type: none"> <li>• the individuals faculties are in any way impaired by the consumption or use of the substances or;</li> <li>• the individual is unable to perform in a safe, productive manner or;</li> <li>• the individual has a level of any such substance in his body that corresponds with or exceeds accepted medical/legal standards or;</li> <li>• the individual has a level of alcohol in his body that is greater than 0,00 % blood alcohol concentration.</li> <li>• Any level of an illegal substance in the body' irrespective of when the substance was used</li> </ul>
Rule 5	<p><b>PERMIT TO WORK</b></p> <p>Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW).</p> <ul style="list-style-type: none"> <li>• Work is as defined in the Plant Safety Regulations (OHS) and Operating Regulations for High Voltage Systems (ORHVS) of Eskom.</li> <li>• A Risk Assessment must be carried out jointly by the Authorised (AP) and Responsible Person (RP) on all work before it commences.</li> <li>• The PTW must be issued by an AP, in accordance with the PSR.</li> <li>• The PTW must be accepted in writing by an authorised RP.</li> <li>• The PTW shall be shown to everyone working on the job and the risks explained.</li> <li>• The RP must ensure that all staff working on that job are entered on a Workers' Register and the risks explained to each one.</li> <li>• The RP must ensure that the conditions of the PTW are enforced for the duration of the work.</li> </ul>

### 3.1.14 Organogram, Competencies and Training

The Contractor is required to compile their company organogram for the contract, with a proposed OHS resource plan, highlighting the reporting structure from their Senior Management down to their project employees. For each position, stipulate the position titles, qualifications and competencies. This diagram must be kept up to date, a copy of which must be given to the client and copy filled in the relevant project SHE files.

For the duration of the contract, the Contractor shall ensure that competent persons are appointed in writing in terms of the requirements of the OHS Act 85 of 1993 and its Regulations; and or other statutory requirements and that all appointees are made aware of their accountabilities and responsibilities and have been suitably trained in terms of their appointment, and advice and assist these appointees in the execution of their duties.

The Contractor shall ensure that the resources to work on the project have the required related training, knowledge and experience specific to the scope of work/services.

**The appointments to include, but not limited to the following:**

- First aider (GSR 3);

- Health and safety representatives (OHSA section 17);
- Health and safety committee(s) (OHSA section 19);
- Incident/Accident investigator (GAR 9(2));
- Person to compile risk assessment (CR 9(1));
- Section 16(2) appointment;
- Health and safety officer (CR 8(5));
- Fire Fighter;
- Evacuation Warden.

### **3.1.15 Contractor's: Details, Accountabilities and Responsibilities**

The *Contractor* carries primary accountability and responsibility for the health and safety of his/her employees within his/her working area, as contemplated by Section 37(2) of the OHS Act No. 85 of 1993 and Regulations. None of the additional safety requirements specified by the Client reduces the Service Provider's accountability and responsibility for the health and safety of his employees within his working area.

The *Contractor* shall have a disciplinary process and an organisational structured procedure to deal with employees who have transgressed organisational and legal requirements.

The *Contractor* shall provide a list of names and contact telephone numbers of all his employees on site. This list shall be updated as and when new employees commence on site.

The *Contractor* shall keep a record of all employees, including date of induction, relevant skills and licenses, and be able to produce this list at the request of the relevant officials. These records shall be filed in the OHS File.

Every employee must undergo site induction provided by the Client before commencement of the contracted work. Only once this induction has been received, will each employee receive a site access permit.

Employees are responsible for their own health and safety and that of their co-workers in their respective areas of work on the project.

#### **Employees must be made aware of their responsibilities during induction and awareness sessions some of which are:**

- Familiarising themselves with their workplaces and health and safety procedures.
- Working in a manner that does not endanger them or cause harm to others.
- Keeping their work area tidy.
- Reporting all incidents/accidents and near misses.
- Protecting fellow workers from injury.
- Reporting unsafe acts and unsafe conditions.
- Reporting any situation that may become dangerous.
- Carrying out lawful orders and obeying health and safety rules.
- Declaring to the employer if taking medication which may have intoxicating effects.
- If an employee has a reasonable belief that the work to be undertaken is likely to endanger him/her or any other person/s due to sub-standard acts or conditions, inadequate precautions or a lack of protective equipment or clothing, he/She has the right to refuse to work and shall report such situation to the employer.
- An employee does have the right not to work in any area or perform any task where that employee has reasonable justification to believe that the work situation presents a serious danger to his/her health and safety, organizational assets, or the environment.

- It must be highlighted to all employees, that anyone who becomes aware of any person disregarding a health & safety notice, instruction or regulation shall immediately report this to the person concerned. If the person persists, stop the person from working and report the matter to the Eskom Site/Project Manager immediately.

### **3.1.16 Personal Protective Equipment (PPE)**

In terms of Section 8 of the OHS Act, the duty of the employer is to take steps to eliminate or mitigate (hierarchy of control measures) any hazard or potential hazard to the safety or health of employees before resorting to PPE.

Service Provider's employees on site, including visitors, shall use SANS approved risk-based PPE at all times, as a minimum:

- Head protection hard hat (with chin straps).
- Steel toe capped safety boots.
- Eye protection. Wearing of impact Safety Spectacles with side shields. Prescription glasses must comply with the same standard or cover impact safety spectacles must be worn over them.
- Long sleeved and long pants protective clothing.
- High visibility vests.
- Dust mask and/or Cloth masks.
- Refer to General Safety Regulation 2 of the OHS Act.

The *Contractor* shall ensure that his employees understand why the personal protective equipment is necessary and that they use them correctly. Training should be provided to employees on the use, care, replacement and limitation of the provided PPE. Records of training to be kept and made available to the Client or inspector upon request.

Strict non-compliance measures must be administered to any employee not complying with the use of PPE and that employee shall be removed from the Site.

*Note: Certain areas will be subjected to specific/extra PPE requirement.*

### **3.1.17 Emergency Care**

The Service Provider shall develop emergency procedure in line with Eskom Medupi Emergency Protocols. Service Provider shall further ensure that Emergency response service is available at all times to attend to any emergency cases that may arise during the duration of the contract.

The Service Provider shall be responsible to familiarise himself with local municipal disaster management portfolios.

A list of emergency numbers must be displayed at notice boards and public areas for ease of access to all employees and visitors. The Service Provider shall ensure that his employees are familiar with the emergency numbers. Emergency numbers will also be part of the OHS induction.

Service Provider shall have one first aid box for the first five (5) persons and thereafter one for every 50 or team of workers on site or part thereof. There should be a trained and appointed person to render first aid service when required. The first aider(s) shall be in possession of a first aid level two (2) training as minimum requirement as per Eskom Emergency planning procedure 32-123.

More first aid boxes shall be provided if the risks, distance between work teams or workplace requirements require it (it should be available and accessible for the treatment of injured persons at that workplace).

Minimum contents of a first aid box: (Refer to GSR 3 Annexure of the OHS Act)

A prominent notice or sign shall be erected in a conspicuous place at a workplace (SANS1186 approved signs to indicate location of first aid boxes), indicating where the first aid box or boxes are kept as well as the name and contact details of the First Aider of such first aid box or boxes.

The Service Provider shall ensure that alternative arrangements shall be made for possible incidents occurring after normal working hours.

### **3.1.18 Health Pandemics and Disaster Management**

The Contractor shall ensure proper management and control of any disaster and or pandemics that may come forth during the course of the contract. Contractor to develop a health pandemic and disaster Management plan/procedure and conduct risk assessment to ensure that appropriate measures are in place.

### **3.1.19 OHS Plan**

The Contractor shall make use of the applicable OHS information to develop a suitable and sufficient OHS plan, submitted with tender documents, which will indicate to the Client the level of compliance to the OHS requirements. The occupational health and safety plan shall identify each activity to be undertaken by the Service Provider, the foreseeable internal and external hazards, the specific precautions, and controls that shall be necessary to ensure that the works proceeds safely and without risks to health or adjacent operations.

Upon discussions with the Contractor, a final accepted OHS plan would be signed and approved.

The plan shall demonstrate management's commitment to OHS.

The safety plan shall be reviewed to ensure that it fully addresses all the issues and complies with the requirements of the OHS Specifications and contract. If necessary, the *Contractor* shall amend the OHS Plan as required by the Client.

### **3.1.20 Hazard Identification and Risk Assessment**

It is a legal requirement in terms of Section 8 (2)(d) of the OHS Act for an employer to carry out risk assessments, to establish which risks and hazards are attached to the health and safety of persons due to any work which is performed, any article or substance which is, handled, stored, transported.

The *Contractor* shall prepare and provide a Baseline Risk Assessment for an intended work project to the Client. The *Contractor* is expected to have different types of risk assessments for their scope of work.

### **3.1.21 Medical Surveillance Programme**

The *Contractor* shall ensure that the employees are registered on a medical surveillance programme and are in possession of a valid medical fitness certificate, completed in South Africa. The certificate of fitness should be relevant to the type of work (risk based) that the employee will be exposed to. This will require each employee to have a risk-based person job specification that will be used as a basis for medical examination.

The Contractor must ensure that his employees have undergone pre-entry medical examination before starting work on site, no employee will access site without a valid medical fitness certificate. Periodic medical examination shall be done annually for all employees as work progresses. Upon completion or as and when employees' leave the project, an exit medical examination must be done for all employees involved in the project.

### **3.1.22 Behavioural Based Safety Observation (BBSO)**

The objective of behavioural safety observations is to assess and address the actual safe and unsafe behaviours of people in the workplace; as well as workplace conditions - which are caused by the actions or non-actions of employees, Service Providers or their personnel.

### **3.1.23 Employees' Right of Refusal to Work in an Unsafe Situation**

Employees have a duty to take reasonable care of their own as well as other person's health and safety at work and to cooperate with the employer, carry out lawful orders, including reporting unsafe situations and incidents.

Refer to Eskom Procedure 240-43848327- Employees' right of refusal to work in an unsafe situation. The aim of the procedure is to ensure that an environment is created that promotes zero harm by empowering employees and Service Providers to take responsibility for their own safety and that of others.

### **3.1.24 Private Vehicles and on-site driving Rules**

All vehicles required to enter on site will only be allowed on site, once a permit application has been made and approved.

- Privately owned vehicles will be limited on site;

- Drive professionally;
- Keep to the speed limits (taking weather conditions into consideration);
- Reverse parking is mandatory;
- Drive with your head lights switched on;
- Obey road signs and all safety signs;
- Always wear your seatbelt;
- Drive 10 km/h in all parking areas;
- Refrain from talking on cell phones or two way radios whilst driving;
- Eskom reserves the right to search any vehicle on the premises or when entering or leaving the premises.

Ensure that all drivers and passengers wear seatbelts, while travelling in a motor vehicle. Vehicles not fitted with seatbelts must be retrofitted according to the vehicle manufacturer's specifications.

Ensure that no employees, when performing work for Eskom, will be transported in the back of open vehicles. This applies both on and off-site.

### 3.1.25 OHS Audits

Eskom reserves the right to monitor and conduct unannounced audits to ensure compliance and provide assurance to the Client representatives and their key stakeholders.

### 3.1.26 Incident management

The Contractor shall report and investigate all incidents/accidents as required in terms of the legislation.

All incidents reporting, recording, classification and investigation will be done according to the requirements set out in the Eskom document 32-95 (latest revision).

### 3.1.27 Inspection Colour Codes

The below table should be used for colour coding on site for monthly and quarterly inspections on tools and equipment. Material to be used on colour coding should be cable ties. The colour coding should be implemented as soon as on the first day of the respective month. Previous month colour coding should be removed and replaced with new ones for the present month. Wrong colour coding on tools and equipment shall be deemed as proof that inspection was not conducted for the month on that particular item. Colour coding does not replace the need of daily inspection checklist being conducted daily and kept in the file on site.

Monthly Inspection Colour code			Quarterly Inspection Colour Code	
January	Blue	Blue	January	Green
February		White	February	
March		Black	March	
April	Grey	Grey	April	Red
May		White	May	
June		Black	June	
July	Pink	Pink	July	Blue

August		White	August	
September		Black	September	
October	Brown	Brown	October	Yellow
November		White	November	
December		Black	December	

### 3.1.28 OHS Performance Status Reports

The Contractor shall provide OHS statistical and non-statistical reports, dashboards, presentations on weekly and monthly basis.

### 3.1.29 Hours of Work

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act and its current amendment. The working hours shall follow the calendar and time approved by the *Employer*. At a time of approving this contract the working times are from 7:00am to 4:00pm Mondays to Thursdays and 7:00am to 13:30pm on Fridays. Pay Weekend hours will be as approved by the *Employer*.

The *Contractor* will notify the *Service Manager* of any work that needs to be performed after hours according to the agreed arrangements. The application needs to be submitted 48hrs before the work starts. Where applicable, the notification should include proof of application for overtime. Where the working hours deviate from the Basic Conditions of Employment Act an application will be made to the Department of Employment and Labour for approval.

### 3.1.30 Project Close-out

On completion of the project or service rendered, the appointed Service Providers shall close out their project documentation and OHS files and handover to the Eskom Project Manager. All required documentation shall be submitted and handed over using relevant medium as per the procedure (Project Closeout and H&S documentation, 348-9942695). A checklist shall accompany the submission to verify that all documents are submitted/or handed in to the client.

## 3.2 Environmental constraints and management

The *Contractor* shall comply with all provisions stipulated in the Medupi Power Station ISO 14001 Environmental Management System, Environmental Management Plan, Approved permits, Licensees and authorisation and ensure sufficient funding is allocated for in the Price List.

The following Documents are included (but may change from time to time due to review and/or operational requirements):

1. Medupi Environmental Policy (to be prominently displayed in all working areas)
2. Procedure for the Identification and Assessment of all Environmental Aspects and Impacts
3. Environmental Legal and Other Requirements (this will include all applicable Environmental Authorisations and Environmental Management Plans)
4. Medupi EMS Scope and Manual
5. Environmental Training, Awareness and Competence
6. Health, Safety and Environmental Communication Procedure
7. Identification and Application of Environmental Operational Controls
8. Environmental Performance Monitoring and Measurement Procedure
9. Handling of HSE Non-conformities and Corrective and Preventative Measures
10. Health, Safety and Environmental Incident Management Procedure
11. Health, Safety and Environmental Audit Procedure

### 3.3 Quality assurance requirements

The **Supplier** shall demonstrate, provide and maintain a Quality Management System (QMS) that is ISO 9001:2015, Contract Quality Requirements', Document – QM 58 (240-105658000) and Medupi Contractor Quality Specification (348-389557) compliant thereto. Compliance with the provisions of this clause in no way relieves the **Supplier** of the final responsibility to furnish acceptable services. **Contractors QMS** that includes:

- a) Ensuring that processes, plans and procedures needed for the QMS are established and maintained and the integrity of the QMS is maintained when changes are implemented.
- b) Ensuring that Quality Assurance and Quality Control Department is sufficiently manned with competent resources to effectively implement quality requirements.
- c) Reporting to top management on the performance of the quality management system and any need for improvement.
- d) Ensuring the awareness of customer requirements throughout *Contractors* organization.

Quality management shall ensure that the *Employer's* requirements as specified in the Contract are met in full and verified as such to Employer satisfaction. Quality management shall be in accordance with QM 58 (Supplier Quality Management Specification: 240-105658000), ISO 9001:2015 and related ISO 9000 series of Standards and is to provide full documentary and Objective evidence that the labels have been manufactured, installed, inspected and accepted in accordance with the Contract. The quality management system shall apply to the *Contractor* and all persons real or juristic working for or on behalf of the *Contractor* on or in connection with the service and regardless of the form of employment contract. Quality management shall ensure that the Quality Control Plans, Inspection and Test Plans procedures/instructions/method statements/ECNs/FCNs developed or adopted provide stages at which the *Employer* may witness what is being done or require what is being done to be subject to inspection before the execution continues.

Contractor shall list all documentation needed for the effective implementation of the project quality management system (QMS) and shall, as a minimum, prepare, maintain, and implement throughout the life cycle of the project, as part of the project quality management system. The project specific documentation are as follows:

- a) Project Quality Policy
- b) Project Quality Strategy
- c) Project Quality Objectives
- d) Project Quality Management Plan
- e) Project Organisation Chart.
- f) Project RACI Matrix – may be split by Dept. /Phase/Discipline as required.
- g) Job Descriptions including performance requirements and measurements.
- h) Equipment and Process Criticality Ratings,
- i) Project Quality Assurance Plans – per project phase:
  - (i) Manufacturing and Inspection

- (ii) Installation, Pre-Inspection and Final Inspection
- (iii) Taking-Over.
- (j) KKS Labelling and Stencilling Project Quality Control Procedures - Per Plant Area or Equipment:
  - (i) Civil and Structural Plant/Equipment.
  - (ii) Mechanical Plant
  - (iii) Electrical Plant.
  - (iv) Control and Instrumentation Plant.
  - (v) Lifting Equipment Beams, Piping, Concrete, Structural Stencilling
- (k) Scaffolding Erection Quality Control Procedures/Plan - Per Plant Area:
  - (i) Turbine and Boiler Plant

Project Quality Control Procedures per individual activity identifying specific inspection and test methods and acceptance criteria. Project Inspection and Test Plans (ITP's) per individual activity that plan, assure quality, and define inspection intervention levels. Project Quality Verification Records per individual activity - as referenced in ITP's. Manufacturing, Installation, and Inspection Record Books Except where otherwise stated, all documents that constitute the Quality Management System, including proforma Quality Verification Records, shall be complete, in accordance with the Contract, and ready for use and submitted to *Service Manager* not less than 30 days before the work governed by the documents is planned to start.

Throughout the lifecycle of the project, on a monthly basis, the contractor shall maintain and submit an MDL (Master Documentation List), to the *Service Manager* for review and approval. Each document on the Master Document List shall have the following marked against it:

- a) The planned and actual date of submittal to the *Service Manager*
- b) The classification of documentation (for approval, for review, or for reference) based upon the classification guidelines of Quality specification document.
  - (i) Class 1 - for the Engineer's approval - where the Contractor may not proceed with the Works that are the subject of the document until it has been approved by the Engineer.
  - (ii) Class 2 - for the *Project Manager's* Review - where the Contractor may proceed with the works that are the subject of the documentation if the *Project Manager's* has made no comment after seven (7) days from the receipt by the *Project Manager*
  - (iii) Class 3 - for the Engineer's Reference - where the *Project Manager* reserves the right to comment, but the *Contractor* may proceed with the works that are the subject of the documentation.

Where there is an ambiguity or where a document is produced that is not referenced therein clarification as to classification shall be sought from the *Service Manager*. The Master Document List shall be submitted to the *Service Manager* electronically via email in native file format on a monthly basis.

The *Contractor* submits as a minimum the following documents, as required by the *Employer*, which requirement does not constitute a compensation event, during the delivery of the services:

- a) Updated QCP register
- b) Inspection notifications accompanied by their inspection report (KKS Certificates)

- c) Non-conformance and Defects registers and reports
  - d) Updated Site and Off-Site inspection schedules.
  - e) Inspection and or FAT dates if applicable.
  - f) Inspections completed/outstanding.
  - g) Inspection and test reports
  - h) Monthly contract quality progress report
- Data books for the completed installation, after completing of successful KKS inspections can commence (refer to the Record books section 2.5.2 and data books hand over timelines)
  - The *Supplier* agrees to control and professionally preserve and store appropriate documents, records and recordings for a period of 5 years after termination of the agreement to guarantee the traceability of the services rendered and inspection thereof.
  - The *Supplier* agrees to regularly update and implement all the latest technology available as well as the necessary improvements for the installation, production and organisation deemed necessary to meet the requirements of the agreement and in order to enhance capabilities and effectiveness to deliver high quality, cost-effective security services.
  - The delivered services shall be uniform in Quality and condition, consistent with good industry practices and adhere to requested *Employer's* requirements, without deviation.
  - The *Employer* shall have the right to regularly conduct inspections, assessments, audits, and surveys and perform surveillance of the *Supplier's* and/or *Sub-Supplier* facilities, sites, premises, records and documentation (including but not limited to data books) to evaluate their capability to comply with the requirements necessary to conform to contractual and QMS requirements.
  - The *Employer* reserves the right to inspect, at reasonable times, any or all of the services performed at the *Supplier's* or *Sub-Supplier's* premises or elsewhere. Verification by the *Employer* shall not absolve the *Supplier* of the responsibility to provide acceptable product and / or services, nor shall it preclude subsequent rejection by the *Employer*.
  - The services must comply with the agreed specifications and requirements and the applicable directives and standards set out in the Contract. Defects notified by the *Employer* shall be remedied by the *Supplier* upon demand by the *Employer* without undue delay and at no extra cost. The *Supplier* shall continuously monitor and identify non-conformances, both internal and external, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence.
  - The *Supplier* shall further identify potential problems before they occur by identifying deviations in patterns or trends in product, service, or process performance.
  - Nothing contained in the Contract and/or purchase order and/or scope of work and /or service information shall relieve in any way the *Supplier* from the obligation of Quality Control thereof.
  - The *Supplier* guarantees that the Quality of the delivered services will comply with the requirements of the contract and/or relevant specifications.
  - The *Supplier* shall, on request, prove its ability to relate to the proposed scope of work which establishes the manner in which the *Supplier* intends to provide the service as per the Contract.
  - The *Supplier* shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can and will be achieved.
  - The *Employer* reserves the right to assess and measure, during the existence of the agreement the qualifications, capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all of them to confirm the Quality evaluation.
  - The identified professional personnel who will be managing the service will be available and accessible on a continuous basis until the conclusion of the project.
  - The *Supplier* shall demonstrate experience in comparable projects or specific aspects of the project and / or performance in similar projects, on request.

- The Quality of the services and the contents thereof will always be in accordance with professional standards.
- For the duration of the Contract, the professional staff managing the service, must be and remain a member of his/her Professional Society
- The *Supplier* must, at all relevant times, scrutinise and be aware of the *Employer's* requirements with specific focus on, inter alia, its philosophy, principles, strategies, practises, mission, vision, models, policies, and practises.
- The *Supplier* shall exercise reasonable professional skill, care, and diligence in the performance of his obligations in terms of this agreement.
- On awarding of the Contract to the successful *Supplier*, such *Supplier* shall present to the *Employer* an acceptable Quality Control Plan (QCP) on the date to be agreed between the *Service Manager* and the *Supplier*. The QCP's shall comply with the requirements of ISO 10005

The *Supplier* shall employ sufficiently qualified and knowledgeable quality assurance and quality control and inspection staff. These staff members shall be independent from those responsible for construction and commissioning activities and report directly to the Site Quality Department Manager and not the production team as referenced on Medupi Quality Specification (348-389557 sub-clause 3.4.1).

## 4 Procurement

The *Contractor* shall comply with the *Employer's* procurement procedures and policies.

### 4.1 People

The service information provided in the scope of work provides for the appointment of configuration management personnel for a period of 16 months consisting of CM Technicians, Senior CM Technicians, Document Controllers, Senior Document Controller. Plant labelling, stencilling and scaffolding personnel consisting of Installation Supervisor, CAD Officer, Coding Technician, Plant Labelling and Stencilling labour and Scaffolding Erecting labour. The *Contractor* shall ensure that General Workers and Semi-Skilled workers are recruited within the vicinity of the Medupi Power Station in accordance with the Medupi Power Station Recruitment Procedure/ Stakeholder Management Forum.

#### 4.1.1. Minimum requirements of people employed

The minimum requirements for CM Technicians shall be a National Diploma in Engineering with 1year coding experience. The minimum requirements for a Senior CM Technicians shall be a B.Tech., Engineering with three years coding experience. The minimum requirement required for a Senior Document Controller is a National Diploma, three years' experience in Document Control and three years' experience in using SPO. The minimum requirement for a Document Controller is Matric or N3 certificate, 1year experience in Documentation Control and 1year experience in using SPO. The supervisor of the plant labelling and stencilling staff shall have three years' experience in plant installation and be aware of plant safety regulations including but not limited to Plant Safety Regulations. The plant labelling labour will be required to have completed Matric or N3 with 18months plant installation and stencilling labour will be required to have completed Matric or N3 with 18months stencilling experience. The CAD Officer will be required to have completed Matric or Draughting certificate with three years draughting experience and 1year power plant draughting experience.

#### 4.1.2. B-BBEE and preferencing scheme

The company shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The supplier will be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract.

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

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 SD&L Compliance Schedule.

The Contractor shall keep accurate records and provide the Service Manager with reports on the Contractor's actual delivery against the above stated SD&L- criteria. The Contractor's failure to comply with his SD&L- obligations constitutes substantial failure on the part of the Contractor to comply with his obligations under this contract and penalties in accordance with Z-Clause Z12 will be imposed.

#### 4.1.3.1 Local Content and Production

This tender concerns a service that has material and commodities that are part of the designated sector as per regulation 13 of the Preferential Procurement Regulations, 2017 and Local Production and Content. Therefore, only locally produced goods or services with a stipulated minimum threshold for Local Production and Content are accepted.

Commodity	Components	Local Content Threshold
Fabricated Structural Steel	Steel Plates (>4.5mm thick and supplied in flat pieces)	100%

#### 4.1.3.2 Skills Development (not weighted criteria)

Eskom intends to improve Skills Development by ensuring that technical support is directed towards enhancing supply capacity and capability within the industry or sector of operation. By doing this the capacity and competitiveness of the local supply base will be increased and the goals of shared growth, employment creation, poverty reduction and skills development will be achieved.

Skills Category	Tenderers Proposal	Entry	output
Document Controllers	2	N3/Grade/Equivalent	On a job training
Config management Technicians	3	N3/Grade/Equivalent	On a job training

The Contractor shall keep accurate records and provide the Service Manager with reports on the Contractor's actual delivery against the above stated SD&L criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The Contractor's failure to comply with his SD&L obligations constitutes substantial failure on the part of the Contractor to comply with his obligations under this contract

#### 4.1.3.4 Retention

- Eskom shall be permitted to retain 2.5% (two and half percent) of the invoices (excluding VAT) as security for the fulfilment by the tenderers of their SD&L obligations.
- Once Eskom has verified that tenderers have fulfilled their SD & L obligations, the 2.5% retained shall be approved for reimbursement by Eskom to suppliers within 90 (ninety) days of verification by Eskom.

#### 4.1.3.5 Reporting

- a. The tenderers shall on a monthly /quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SD& L obligations described above.
- b. Eskom shall review the quarterly reports submitted by the tenderers within 60 (sixty) days of receipt of the reports and notify the tenderers in writing if their SD&L obligations have not been met.
- c. Upon notification by Eskom that the tenderers have not met their SD&L obligations, the tenderers shall be required to implement corrective measures to meet those SD&L obligations before the commencement of the following quarter, failing which retention clauses shall be invoked.
- d. Every contract shall be accompanied by the SD&L implementation schedule which must be completed by the tenderers and returned to SD&L representative for acceptance **before** contract award. This will be used as a reference document for monitoring, measuring and reporting on the tenderer's progress in delivering on their stated SD&L commitments.

## 4.2 Subcontracting

The Contractor shall provide the service as if he had not subcontracted as per clause 26.1. The name of the proposed subcontractor shall be submitted to the Service Manager for acceptance as per clause 26.2. The Contractor shall comply to all the clauses under clause 26. A minimum of 30% sub-contracting will be expected to be met as a requirement for this contract.

### 4.2.1. Preferred sub-Contractors

30% subcontracting of the Contract amount to one or more suppliers from the townships and/or rural areas, on the following categories of suppliers:

- an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships.

### 4.2.2. Subcontract documentation, and assessment of subcontract tenders

Contractor shall provide the following tender returnables at tender stage:

- Signed sub-contracting intent agreement, signed sub-contracting agreement between the main contractor and sub-contractor.
- Original or certified copy of B-BBEE Certificate or original sworn affidavit,
- Company registrations for all sub-contractors (CK, CSD, B-BBEE).
- Confirmation that the sub-contractor is registered on CSD, medical certificate in the event of BPwD entity being proposed as a sub-contractor.
- Certificate from Department of Military Veterans in the event that the sub-contracted entity is at least 51% owned by black people who are military veterans.
- Proof of address in the event that the sub-contracted entity is at least 51% owned by black people from rural or underdeveloped areas or townships.
- ID copy of the owner in the event that the sub-contracted entity is at least 51% black youth owned.

#### **4.2.3. Limitations on subcontracting**

30% of the scope of work will be subcontracted to the above subcontractor.

#### **4.2.4. Attendance on sub-Contractors**

N/A

### **4.3 Plant and Materials**

#### **4.3.1. Specifications**

Ensure that all vehicles to be used on the site comply with Eskom specifications (32-345). The vehicles need to be in good working order. All vehicles need seat belts for all passenger's and driver.

#### **4.3.2. Correction of defects**

If there is any plant or equipment that is defective or faulty this needs to be reported immediately and the items need to be repaired or replaced. The *Contractor* is responsible for all loss of or damage to Eskom property in their possession as per the insurance table of the *Contractor* under clause 83.1.

#### **4.3.3. Contractor's procurement of Plant and Materials**

All other items to be procured where possible from local suppliers subject to pricing. All purchases need to be discussed with the Service Manager and approved prior to placing orders.

#### **4.3.4. Tests and inspections before delivery**

#### **4.3.5. Plant and Materials provide "free issue" by the Employers**

- Environmental Disposable bins
- Electricity and Electrician
- Work Offices (Cabins).
- Telephone
- Site Network connectivity to Eskom network.

## **5 Working on the Affected Property**

Severe heat conditions during the summer months. Rainy season (October to March) can result in flooding making access to remote areas difficult. Snakes have been found that can cause injury to people

There are various site rules that are applicable. Site instruction are issued on a regular basis as the site changes

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

The *Contractor* needs to adhere to all site rules. Acceptance of this tender is subject to the condition that both the contracting company's management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from SAPS Criminal Record Centre or accredited supplier linked to SAPS AFIS system. The screening process aims at ensuring a certain level of protection to the workforce, assets and information in accordance with Minimum Information Security Standard (MISS) of 1996, National Key Point Act 102 of 1980, National Strategic Intelligence Act 39 of 1994 and Protection of Critical Infrastructure Protection Act 8 of 2019. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the sub-contractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures for the safe performance of the work as required in the scope of the contract. All employees shall be required to have done medicals prior to entering site and obtaining an access permit. Induction training needs to be carried out and all risks identified and discussed with the employees. Proof of this need to be attached to the request for access permit. The

*Employer* has a zero tolerance on substance abuses. Vehicles need to be roadworthy at all times otherwise access to site will be denied. Strict road rules are in place and need to be adhered to at all times under normal operation. All staff needs to wear the appropriate PPE at all times on the site. The contractor applies for a photo permit at the Security gate prior to the starting date. Employees must have a valid medical certificate and proof of induction before applying for the access permit. Contractors' personnel will be required to be in possession of their access permit at all times while on site. All access permits must be returned to the access office when the personnel leave site at the end of the contract or termination of the contract. Failing to return the access permit will have a R200 penalty. Lost permits will be paid for by the contractor at a cost of R50 per lost permit. No unauthorised vehicles will be allowed on site. Only contractor's vehicles with displayed contract vehicle permits will be allowed on site. Contract vehicle applications should be directed to the *Service Manager*.

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

No employee is to work over the allowed working hours as per the law of the land. Any contraventions will be reported to the department of labour. All records of hours work need to be kept for audit purposes. The *Service Manager* shall have access to records at any time. These records may be needed when assessing compensation events. All personal files need to be up to date and a copy on Site showing disciplinary actions taken attendance registers and leave taken etc. All access cards need to be returned once the contract is complete or if any individual leave the employment of the *Contractor*. A levy of One Hundred Rand per card will be deducted from the invoice if the employee does not return the card. Retain proof of returning cards, signed by both parties.

## **5.3 Health and safety facilities on the Affected Property**

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

## **5.4 Environmental controls, fauna & flora**

The Contractor shall comply to the environmental, fauna and flora requirements specified by the *Employer*.

## **5.5 Cooperating with and obtaining acceptance of others**

N/A

## **5.6 Records of *Contractor's* Equipment**

All equipment that is brought onto the site needs to be vetted by the *Service Manager* before using. This needs to be in writing and signed for. A monthly audit will be conducted on this equipment.

## **5.7 Equipment provided by the *Employer***

The *Employer* will conduct a monthly inspection on all equipment provided to the *Contractor* for the service. Inspection sheets need to be signed off by both parties. Any defects need to be reported immediately to the *Service Manager*.

## **5.8 Site services and facilities**

### **5.8.1. Provided by the *Employer***

- Environmental disposable bins
- Electricity
- Ablution facilities,
- Cabins

- Access to the *Employer's* network provided to the CM staff, CAD Officer, Supervisor and Coding Technician.
- Landline phone provided to the CM staff, CAD Officer, Supervisor and Coding Technician.

### 5.8.2. Provided by the *Contractor*

The *Contractor* to provide:

- Computers
- Stationary
- Kitchen equipment for tea and coffee
- Accommodation.
- Staff transport from home to site and back after shift
- Containers for storage of equipment.
- Personal protective equipment (hard hats, safety glasses clear vision, dust masks, earplugs, sun hats, safety boots, gloves, reflective jackets/vests, “)
- Any requirements to adhere to Covid-19.

## 5.9 Control of noise, dust, water and waste

Please ensure that all waste is disposed of in the supplied bins if there are not sufficient, please advise, so that additional bins can be made available. Dust could be a problem, supply all staff with safety glasses (clear view), dust masks and Covid-19 *Employer's* acceptable masks when required.

## 5.10 Hook ups to existing works

The *Contractor* shall assess the services that will be required, identify any hazards and provide mitigations to the identified hazards including working at heights. The mitigations will include providing training if it is required to comply with the *Employer's* requirements and the OH&S Act.

## 5.11 Tests and inspections

### 5.11.1. Description of tests and inspections

The *Contractor* shall ensure that stencilling and labels for various plant areas meet the requirements specified under KKS Coding and Labelling Standard. The *Contractor* shall correct the defects immediately he becomes aware of the defects within a time which minimizes adverse effects to the *Employer* and others as per clause 42.1. If the *Contractor* does not fix the defects within 4 weeks of being notified, the *Service Manager* will assess the costs of having the defects corrected by others and the *Contractor* will pay this amount as per clause 44.1. The retention amount will be based on the amount required to fix the defects and that will be determine by the assessment done by the *Service Manager* and the *Contractor* at end of the service period.

### 5.11.2. Materials facilities and samples for tests and inspections

N/A

## 6 List of drawings

### 6.1 Drawings issued by the *Employer*

The appointed resources shall be trained and be given access to the *Employer's* approved repository systems (SPO) to access drawings anytime they require drawings. For the plant labelling and stencilling staff, only the Supervisor, CAD Officer and Coding Technician will be trained on the *Employer's* repository system. Only the latest approved drawings and equipment list shall be used, and the *Contractor* shall consult the *Service Manager* if in doubt of the approval status of the drawing.

Drawing number	Revision	Title
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