



NEC3 Term Service Contract (TSC3)

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

and

for

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CONTRACT No. 46000

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:

For the provision of inspections and repairs of Fuel Oil & LPG and Burners during outages from unit 1 to unit 6 as and when required at Medupi Power Station for period of Thirty sixth (36).

Options A or C	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	Mangope Rakwena
	Address	Eskom Holdings SOC Limited Medupi Power Station Steenbokpan Road Lephalale, Limpopo 0555
	Tel	+27 14 762 6901
	e-mail	RakwenMN@eskom.co.za
11.2(2)	The Affected Property is	Eskom Medupi Power Station
11.2(13)	The <i>service</i> is	The provision of inspections and repairs of Fuel Oil & LPG and Burners during outages from unit 1 to unit 6 as and when required at Medupi

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

Power Station for period of thirty-sixth (36) months.

11.2(14)	The following matters will be included in the Risk Register	All new or existing risks from the <i>Employer</i> and <i>Contractor</i>
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Three (3) days
2	The Contractor's main responsibilities	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 acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is. The end date is.	11 June 2022 10 June 2025
30.1	The <i>service period</i> is	thirty-sixth (36) months
4	Testing and defects	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
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal

		then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.
6	Compensation events	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
9	Termination	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.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	Four (4) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg South Africa

	The person or organisation who will choose an arbitrator		the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.	
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is		February 2021	
	The proportions used to calculate the Price Adjustment Factor are:		proportion	linked to index for
			0.05	Labour: Table C3
			0.80	Materials: Table G2
			.15	non-adjustable
			1.00	
X2	Changes in the law		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X17	Low service damages			
X17.1	The <i>service level table</i> is in:			
	Item	Description of Non-compliance to Employer's Requirement	Damages Payable by Contractor	
X17.1.1	PSR authorization within 3 months of the contract award	Unavailability of Responsible Person (RP) beyond 7 days of being notified of non-compliance.	5% of monthly fixed cost of RP provided by the Employer per day	
X17.1.2	PSR authorization within 3 months of the contract award	Unavailability of Responsible Person (RP) beyond 60 days of being notified of non-compliance	10% of monthly fixed cost of RP provided by the Employer per day	
X17.1.5	Defect Remedial work	The Contractor shall be responsible and held liable for any defects arising from maintenance and or operational faults 24 hours after an intervention, provided that the equipment has been placed into service.	Make good. Premature failures and remedial work will be done at the Contactor's cost.	

X17.1.6	Service delaying the Outage/opportunity Outages Critical Path agreed schedule or Delaying other <i>Contractor(s)</i> from starting/completing their work or delaying the RTS of the unit	2% per total value of the Task orders for the Outage per day	Limited to 15% of the total value of the Task Order(s) for the outage
X17.1.7	Service delays not finishing as per agreed upon project plan submitted and approved by the <i>Service Manager</i>	0.5% per total value of the Task Order(s) for the Outage per day	Limited to 10% of the total value of the Task Order(s) for the outage
X17.1.8	Failure to submit documents as per agreed upon Contract Document Submittal Schedule in this service agreement	0.5% per total value of the Task Order(s) for the Outage per day	Limited to 10% of the total value of the Task Order(s) for the Outage
X17.1.9	Failure to comply to hold and witness points on QCP's	0.5% per total value of the Task Order(s) for the Outage per day	Limited to 10% of the total value of the Task Order(s) for the Outage
X17.1.10	Failure to update Daily Progress Report/program	0.5% per total value of the Task Order(s) for the Outage per day	Limited to 10% of Task Order Value
X17.1.11	Failure to respond to an NCR within 3 days	0.5% per total value of the Task Order(s) for the Outage per day	Limited to 10% of the total value of the Task Order(s) for the Outage
X17.1.12	Using Personnel which are not Qualified as per this service agreement	0.5% per total value of the Task Order(s) for the Outage per day	Limited to 10% of the total value of the Task Order(s) for the Outage
X17.1.14	Failure to Handover completed data books per outage within 14 days from outage completion.	0.5% per total value of the Task Order(s) for the outage per day	Limited to 10% of the total value of the Task Order(s) for the outage
X17.1.15	Using Personnel which are not Qualified as per this service agreement	0.5% per total value of the Task Order(s) for the Outage per day	Limited to 10% of the total value of the Task Order(s) for the Outage
X17.1.16	Failure to obtain PSR authorization within 1 months of the contract award and unavailability of Responsible Person (RP) beyond 7 days of being notified of non-compliance.	5% of monthly fixed cost of RP provided by the Employer per day	5% of monthly fixed cost of RP provided by the Employer per day
X17.1.17	Defect(s) is/are because of poor quality from the <i>Contractor's</i> work performed as per paragraph 2.9 during outages	0.5% per total value of the Task Order(s) for the outage per day	Limited to 10% of the total value of the Task Order(s) for the outage
X17.1.18	Defect(s) is/are because of poor quality from the <i>Contractor's</i> work performed as per paragraph 2.9 during the Outages	2% per total value of the Task Order(s) for the per day	Limited to 15% of the total value of the Task Order(s) for the outage
X17.1.19	<i>Contractor</i> sustains a First Aid or Medical Incident	0.5% per total value of the Task Order(s) for the Outage per incident	0.5% per total value of the Task Order(s) for the Outage per incident
	<i>Contractor</i> sustains a Lost Time Incident	1% per total value of the Task Order(s) for the Outage per incident	1% per total value of the Task Order(s) for the Outage per incident

	<i>Contractor</i> not reporting safety incidents within the same shift to the Eskom Coordinator and Contract Service Manager	0.5% per total value of the Task Order(s) for the Outage per incident	0.5% per total value of the Task Order(s) for the Outage per incident
	Failure to keep the Safety File up to date and audited on a monthly basis to cater for Outages	R10 000 once-off deductive from the task order and then a further R10 000 per day until the file is audited and approved	R50 000
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	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none">• the total of the Prices at the Contract Date and• the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none">• Defects due to his design, plan and specification,• Defects due to manufacture and fabrication outside the Affected Property,• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),• death of or injury to a person and• infringement of an intellectual property right.	
X18.5	The <i>end of liability date</i> is	Twelve (12) months after the end of the <i>service period</i>.	
X19	Task Order		

X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within Three (3) days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium, or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

Z4 Confidentiality

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

the provisions of this clause are complied with by the recipient.

- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

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

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

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

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

Z11 Ethics

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

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

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

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

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

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

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

Obstructive means a Committing Party unlawfully or illegally destroying, falsifying, altering or

Action concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

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

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

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

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

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

Z12 Insurance

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

Insurance cover

83

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

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

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.
Loss of or damage to Equipment	The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance.

The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service	<p><u>Loss of or damage to property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> 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

Z 12.2 Replace core clause 86 with the following:

Insurance 86
by the
Employer

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

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

Experience:

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

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

PART 2: PRICING DATA
TSC3 Option A

Document reference	Title	Pages no
C2.1	Pricing assumptions: Option A	22
C2.2	The <i>price list</i>	24

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">the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed andwhere a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Item No.	Resource	Unit	Quantities	Rate	Amount
PRELIMINARIES AND GENERAL					
1	Safety PPE (61 employees)	Year	366		
2	Medical Clearance (61 employees)	Year	183		
3	Cell phone (3)	month	108		
4	Travelling HWH - 22-seater bus (2)	daily	2190		
5	Travelling HWH - 16-seater bus (1)	daily	1095		
6	Light driven vehicle (1)	month	24		
7	Accommodation Flat	month	108		
8	Tools And Equipment (including Lifting equipment)	Year	3		
9	Site Establishment	Once off	1		
NORMAL TIME DAY (40 hours per week)		376800 hrs			
10	Site Manager (1)	hr	6280		
11	Clerk/Secretary (1)	hr	6280		
12	Planner (1)	hr	6280		
13	Safety Officer (1)	hr	6280		
14	Mechanical Fitter (14)	hr	87920		
15	Semi-Skilled Assistant (18)	hr	113040		
16	C&I Technician (2)	hr	12560		
17	C&I Artisan (1)	hr	6280		
18	QC/QA Coordinator (1)	hr	6280		
19	Mechanical Supervisors (2)	hr	12560		
20	Rigger (7)	hr	43960		
21	Boilermaker (5)	hr	31400		

22	Welder B Class (5)	hr	31400		
23	Driver (Forklift) (1)	hr	6280		
24	`	hr	6280		
NORMAL TIME NIGHT (40 hours per week)		103040 hrs			
24	Mechanical Fitter (7)	hr	45080		
25	Semi-Skilled Assistant (9)	hr	57960		
OVERTIME		199905 hrs			
25	Site Manager	hr	1546		
26	Clerk/Secretary	hr	570		
27	Safety Officer	hr	3211		
28	Mechanical Fitter	hr	73294		
29	Semi-Skilled Assistant	hr	41882		
30	C&I Technician	hr	3058		
31	C&I Artisan	hr	11296		
32	QC/QA Coordinator	hr	3211		
33	Mechanical Supervisors	hr	12367		
34	Rigger	hr	12367		
35	Boilermaker	hr	12367		
36	Welder B Class	hr	12367		
37	Driver/Operator (Crane/Forklift/Truck)	hr	12367		
38	Material Controller (1)	hr	12367		
PUBLIC HOLIDAYS / SUNDAYS		17257 hrs			
38	Safety Officer	hr	534		
39	Mechanical Fitter	hr	5901		
40	Semi-Skilled Assistant	hr	4722		
41	C&I Technician	hr	525		
42	C&I Artisan	hr	525		
43	QC/QA Coordinator	hr	534		
44	Mechanical Supervisors	hr	785		
45	Rigger	hr	785		

46	Boilermaker	hr	982		
47	Welder B Class	hr	982		
48	Driver/Operator (Crane/Forklift/Truck)	hr	982		
49	Material Controller (1)	hr	785		
STANDBY		18007 periods			
49	Safety Officer	period	1637		
50	Mechanical Fitter	period	3274		
51	Semi-Skilled Assistant	period	3274		
52	C&I Technician	period	1637		
53	C&I Artisan	period	1637		
54	Mechanical Supervisors	period	0		
55	Rigger	period	1637		
56	Boilermaker	period	1637		
57	Welder B Class	period	1637		
58	Driver/Operator (Crane/Forklift/Truck)	period	1637		
59	Material Controller (1)	period	1637		
NIGHT SHIFT ALLOWANCE (15% of Rate)		43953 hrs			
59	Mechanical Fitter	hr	23667		
60	Semi-Skilled Assistant	hr	20286		
SPARES, MATERIAL AND CONSUMABLES					
61	Allow for Spares, Materials and Consumables	year(Prov)	3		
62	Overhead	%			
63	Profit	%			
	TOTAL				

PART 3: SCOPE OF WORK

Document reference	The provision of inspections and repairs of Fuel Oil & LPG and Burners during outages from unit 1 to unit 6 as and when required at Medupi Power Station for period of thirty-sixth (36) months.	
C3.1	<p>This cover page</p> <p>Employer's Service Information</p>	1

C3.1: EMPLOYER'S SERVICE INFORMATION

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Description of the service

1.1 Executive overview

Medupi Power Station Management have decided to outsource the total Fuel Oil & LPG and Burners System Mechanical and Control and Instrumentation (C&I) Maintenance Scope service function to a suitably qualified, experienced and well-established Contractor for a duration of 36 months. The Contractor shall execute Inspections and Repairs as described in the scope of work Medupi Documents Identifier: 240-163837165 Medupi Power Station Power Station Fuel Oil & LPG and Burner Maintenance Scope of Work.

1.2 Employer's requirements for the service

Refer to Medupi Documents Identifier: 240-163837165 Medupi Power Station Power Station Fuel Oil & LPG and Burner Maintenance Scope of Work for all the Employer's requirements pertaining to the contract. (Below is an overview or extract of the Employer and Contractor roles and responsibilities about the contract).

1.2.1 Contract Roles and Responsibilities

1. The Employer is responsible for Total Fluid Management.
2. The Employer and Contractor in this SOW is committed towards the following.
 - Retention of critical skills
 - Continuous cost reduction
 - Health & Environment Safety
 - Transfer of operational experience and skills
3. The Contractor shall compile improvement programmes to enhance plant performance and achieve cost reductions and the Employer will approve such programmes.
4. The Contractor shall be responsible for all mechanical and C&I maintenance as per Employer's instructions, processes, and systems.
5. The contractor shall be responsible for calibration of plant C&I equipment and to provide calibration certificates after as and when required.
6. The employer shall be responsible for inspection, replacement, and maintenance of all DCS equipment.
7. The contractor shall be responsible to assist in execution of any approved modification work.
8. The Employer (C&I Maintenance) will be responsible for sending out old flow meters to E&H or appointed 3rd party for calibration verification as specified in the Fuel Oil Plant Maintenance Strategy 240-89339278 or during outages.
9. The Contractor shall employ a competent person who is accredited and responsible to perform all statutory plant tests in regard to this SOW.
10. The Contractor shall be responsible for all equipment alignment requirements within this scope of work.

11. The contractor shall provide their own tools associated with Fuel Oil, LPG and Burner System day-to-day maintenance. Such tools will include **but not be limited to**:
- Comprehensive tool box for all mechanical and C&I artisans
 - Torque wrenches and torque multipliers
 - Torque machines and all accessories
 - Hydraulic jacks and pumps
 - Alignments tools and machines
 - Sets of socket spanners, combination spanner and flogging spanners
 - Electrical and pneumatic impact wrenches
 - Portable lighting and extension cables
 - Power tools such as grinders drilling machines and distribution boxes etc.
 - Welding machines and welding consumables
12. The contractor shall provide all lifting equipment needed for all lifting activities.
13. The contractor will be penalized should any job stand due to damaged or unavailable tools, damaged or unavailable lifting equipment or due to tools or lifting equipment having invalid certificates.
14. The contractor shall ensure that all tools and lifting equipment requiring load testing and/or calibration are load tested, calibrated and certified at intervals stipulated by law or by manufacturers of such equipment. Such certificates will be filed by the contract and made readily available to Eskom as and when required and for Eskom audit purposes. (The Eskom Contracts Manager will do three monthly formal audits).
15. The Contractor is responsible for implementing a system in place for managing the tools and lifting equipment, which will involve serial coding and the signing in and out of such tools and equipment.
16. The Contractor is obliged to submit ITP/QCP documents for all Fuel Oil, LPG and Burner System activities aligned with inspections and repairs scope during outages.
17. The Contractor shall be responsible for the inspection, repair and replacement of all structural and support steel work in this scope of work including but not limited to;
- Walkways
 - Grating
 - Handrails
 - Cat ladders
 - Hangers
 - Supports etc.
18. The Contractor shall make use of local black economic empowerment through the use of black business. The Contractor during the duration of the contract shall train persons from the local community in relation to the works; such proof shall be given to the Employer for verification and acceptance.
19. Performance is measured by the Employer against those areas which contribute to the Employer's business. (e.g. Reliability, Availability and Safety).

20. Areas of measurement include the Employer's key business indicators and will be redefined from time to time.
21. The following complementary services to improve Plant and labour performance can be defined as follows.
- Project management
 - Value engineering
 - Procedure and documentation writing
 - Design services
 - Spares management
 - Technical advice
 - Operational and production process review
 - Asset management in accordance with PAS55
 - Component failure analysis reporting
22. The Employer may request the Contractor to ensure that an accurate description of spare parts is maintained in the Employer's stores and the Contractor informs the Employer as to any recommended changes.
23. The Contractor is to ensure that any service rendered does not interfere with the Employer's scheduled work and should align himself with the Employer's work control management process.
24. Should the Employer become aware of any changes to the activity schedule (programme of notifications), the Employer may issue the Contractor with a revised programme.
25. The contract entered into with the Contractor is non-exclusive and work against this contract can only be performed upon receipt of a Task Order.
26. All statutory tests or inspections done by the Contractor shall be reviewed and accepted by the Employer.
27. The Contractor shall be responsible for statutory inspections/tests as defined by the Employer and supply the Employer with proof of such tests.
28. All works will be subject to anytime inspection from the Employer.
29. Please note that equipment will only form part of the works once the respective area has been commissioned and handed over to Generation. The Contractor shall take cognisance of the fact that the contract start date can deviate.
30. The Contractor maintains an all-time core crew for Medupi Power Station during outages which is supervised by the Contractor with any changes to the crew being negotiated and agreed upon with the Employer.
31. This contract is for outage SOW.
32. Spillage is viewed to be very important for plant housekeeping as well as Environmental Management and any spillage caused as a result of the Contractor shall be cleaned by the Contractor.

33. The Contractor shall perform leak checks on all responsible plant areas and inform the Employer's representative accordingly. Defects must be raised on the system to address any plant deviations.
34. The Contractor shall ensure the integrity of plant labelling and that deficiency with regards to KKS labelling is reported immediately.
35. The Contractor must ensure that they have responsible persons (in terms of PSR and ORHVS) for any work performed on plant. This requires individuals to successfully complete a written and oral examination for the relevant regulation based on the Plant Safety Regulations and Operating Regulations for High Voltage Systems.
36. All technically qualified (above semi-skilled) personnel will be trained and authorised (in terms of PSR and ORHVS) within 3 months of the contract award date. Training will be supplied by the Employer.
37. The Contractor must ensure that all personnel successfully complete a written examination for the relevant regulation based on the Fossil Fuel Firing Regulations (FFFR). Training will be provided by the Employer.
38. Before any work starts on site the Contractor is responsible to submit their Safety File to the Employer for review and acceptance.
39. The Contractor is also responsible for their employees' annual medical checks which must be up to date and also kept in the Safety File. Site Induction must be done before any work is done by any Contractor on site.
40. The contractor shall supply all their PPE such as safety shoes/safety boots, branded reflective trousers and branded jackets, hard hat with secure chin strap, industrial dust mask, disposable dust coveralls, goggles, face shield, gloves undergarments and ear plugs/muffs.
41. The contractor shall ensure that all safety valves are sealed and that nameplates are fitted to all pressure equipment.

Note: The Contractor shall be responsible for auxiliary cooling downstream from the last isolating valve on the inlet to the coolers and up-stream to the first isolating valve on the outlet of the coolers; this includes all lubrication, hydraulic and gear oil coolers.
42. Eskom will not pay for employees that are not on site due to any kind of leave.

1.3 Interpretation and terminology

Contractor:	Service Provider contracted for providing specific service to Eskom, Medupi Power Station
Employer:	Eskom, or Eskom Medupi Power Station

The following abbreviations are used in this Service Information:

Abbreviation	Explanation
BOM	Bill of Material
BS	British Standard
C&I	Control and Instrumentation
DCS	Distributed Control System
DIN	German Institute of Standard
DP	Differential Pressure
ISO	International Standards Organisation
KKS	Kraftwerk Kennzeichen System
KPI's	Key Performance Indicators
NEC	New Engineering Contract
ORHVS	Operating Regulations for High Voltage Systems
PAS 55	Publically Available Specification 55
PCLF	Planned Capability Loss Factor
PF	Pulverized Fuel
PSR	Plant Safety Regulations
SANS	South African Bureau of Standards
SAP	Systems, Applications, Products (Plant Maintenance, Procurement, Finance and Materials Management) integrated maintenance management system.
SOW	Scope of Work
STEP	Station Thermal Efficiency Program
UCF	Unit Capability Factor
UCLF	Unplanned Capability Loss Factor

2 Management strategy and start up.

2.1 The Contractor's plan for the service

5-Year Outage Plan

The 5-year outage plan is documented in the table below. Due to rescheduling performed on a continuous basis, the plan might change from time-to-time. The latest updates can be obtained from the Service Manager when required.

OutageID	Station	Unit	Planned/Actual Start Time	Planned/Revised End Time	Outage Description	Planned Duration
24195	Medupi	6	2022 02 03 01:31:00	2022 02 17 01:30:00	Inspection	14.00
24194	Medupi	6	2022 10 07 00:00:00	2022 12 29 23:59:00	Mini General Overhaul	84.00
24229	Medupi	2	2022 08 26 00:00:00	2022 09 29 23:59:00	Inspection	35.00
24237	Medupi	1	2023 06 10 00:00:00	2023 07 05 23:59:00	Inspection	26.00
24221	Medupi	3	2023 07 17 00:00:00	2023 08 20 23:59:00	Interim repairs	35.00
24196	Medupi	6	2023 08 19 00:00:00	2023 09 13 23:59:00	Inspection	26.00
24212	Medupi	4	2023 10 01 00:00:00	2023 11 25 23:59:00	MGO	56.00

24197	Medupi	6	2024 01 31 00:00:00	2024 03 05 23:59:00	IR	35.00
24230	Medupi	2	2024 02 22 00:00:00	2024 03 27 23:59:00	Interim repairs	35.00
24203	Medupi	5	2024 04 08 00:00:00	2024 06 02 23:59:00	Mini General Overhaul	56.00
24222	Medupi	3	2024 08 22 00:00:00	2024 09 16 23:59:00	Inspection	26.00
40453	Medupi	3	2024 10 23 00:00:00	2024 12 17 23:59:00	MGO	56.00
40455	Medupi	1	2025 01 18 00:00:00	2025 03 14 23:59:00	MGO	56.00
24213	Medupi	4	2025 02 19 00:00:00	2025 03 16 23:59:00	Inspection	26.00
24205	Medupi	5	2025 06 04 00:00:00	2025 06 29 23:59:00	Inspection	26.00
24206	Medupi	5	2026 04 08 00:00:00	2026 05 12 23:59:00	IR	35.00
24231	Medupi	2	2026 06 15 00:00:00	2026 06 28 23:59:00	Boiler Tube Surveys	14.00
24214	Medupi	4	2026 10 24 00:00:00	2026 11 27 23:59:00	Interim Repair	35.00
24240	Medupi	1	2026 10 26 00:00:00	2026 11 08 23:59:00	Boiler Tube Surveys	14.00

Flexibility with the start of outages

- 1 The planned/unplanned Outage start-date is stated on the Task Order.
- 2 Movement of planned/unplanned Outage dates can take place due to the country's demand for electricity.

Any movement of planned/unplanned Outage dates is to be communicated in writing by the *Service Manager* at least 48 Hours before outage or 24 hours before the planned/unplanned Outage starts. Notification of change to the planned/unplanned Outage date to the *Contractor* before 48 Hours to the outage or 24 hours before the planned/unplanned Outage start date will have no claims for compensation.

1. The *Contractor* submits a program in MS Project / Primavera format (soft copy Format)
2. The program includes:
 - a. Fully Sequence Activities
 - b. Durations in hours
 - c. Predecessors
 - d. Successors
 - e. Total float
 - f. No constraints (linking to be done properly)
 - g. No resources
 - h. No unnecessary calendars (remove all)
 - i. No empty lines and open ends
 - j. Critical Path(s)
3. Daily feedback on progress required for duration of each task order program
4. The *Contractor* draws up a Quality Control Plan prior to commencement of the work, for approval by the Employer. The *Employer* and the *Contractor* agrees on hold and witness points.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Scope clarification meetings	From 18 months before start-date of an outage	Medupi Power Station, Specific conference room TBA	Site Manager, Supervisors, System Engineer, Outage coordinator and Quality Inspectors
Outage Kick-off meeting	Just before start-date of an outage	Medupi Power Station, Specific conference room TBA	Site Manager, Outage Co-ordinator
Overall Outage contract progress and feedback	Daily at TBA	Medupi Power Station, Specific conference room TBA	Employer, Contractor and Supervisors
Daily outage meeting	Daily at TBA	Medupi Power Station, TBA	Employer, Contractor and Supervisors
Safety meeting	Weekly on Wednesday at TBA	Medupi Power Station, Production boardroom (U4 16m level)	Safety Officer
Assessment meetings	After completion of each task order	Medupi Power Station, Specific conference room TBA	Site Manager, System Engineer, Outage coordinator
Post mortem meeting	After outage completion	Medupi Power Station, Specific conference room TBA	Site Manager, System Engineer, Outage coordinator and Quality Inspectors

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

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

2.3 Contractor's management, supervision, and key people

- The Contractor's shall ensures that only competent persons be allowed to work on plant. The Employer's service Manager is entitled to verify the qualifications of the Contractor.
- The Contractor must be knowledgeable about the condition and scope of work contained in this contract and capable of executing the scope of work.
- The services manager may, having stated reasons, instruct the Contractor to remove a key person. The contractor then arranges that, after one day, the key person has no further connection with the work included in this contract.

- d) The Contractor may not replace any of the key persons without prior written request and approval thereof from the Service Manager.

List of responsible people:

- Site Manager
- Supervisors
- Safety Officers
- Drivers or Equipment Operators
- Responsible Persons
- Quality Inspector

2.4 Documentation control

The Contractor implements the following procedures or paperwork over the first month of this Contract:

- Business Organisation Chart
- Safety procedures

The following policies, procedures and specifications will be complied by at all times

- Site Regulations – Medupi site Regulations
- BIA/RM/STD/01 – Safety, health and environmental requirements to be met by Contractors
- Hot work procedures
- All specifications produced via the RCM or Medupi maintenance process
- Eskom Medupi Site transport requirements
- Construction Regulations
- Medupi Maintenance Quality Manual
- Occupational, health and Safety Act
- Eskom Life saving Rules
- BIA/QA/STD/01 – Quality requirements for engineering and construction works
- All Relevant Medupi Power Station standards, policies and procedures
- All quality, health, environmental and safety costs are included in the contract price

2.5 Invoicing and payment

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.

Invoices can be submitted using emails to invoiceseskomlocal@eskom.co.za

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)

- For Foreign invoices, suppliers will still be required to physically deliver hard copies of original documents to the respective documentation management centers even though you have e-mailed those invoices
- A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)
- An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- You do not require a goods receipt (GR) number to submit your invoices. When the GR number is received you can then send the GR number to the FSS contact center at FSS@eskom.co.za or 011 800 5060.
- All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre: **Tel: 011 800 5060**

Payment will be made within 30 Days after receipt of an acceptable invoice at the address stated in the order and the acceptance of the goods by Eskom. Payments are made on Friday's only. and include on each invoice the following information:

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

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

2.6 Contract change management

Refer to NEC TSC Core clause 6, in the event any change to the Contract needs to be managed.

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

The Contractor is required to keep record and submit proof of all the actuals, in order to be verified at the completion of the Payment Certificate and assessment, should the Service Manager request to do so.

2.8 Training workshops and technology transfer

Training and transfer of skills will be provided by either the Contractor or the Employer, part of the following training will be provided by the Employer as stated in the Medupi Document Identifier: 240-160541815

1. Plant Safety Regulations (PSR)
2. Operating Regulations for High Voltage

2.9 Design and supply of Equipment

Equipment supplied must be in safe working order at all times, irrespective whether the equipment is supplied by the Employer or Contractor. Regular maintenance must be done on all equipment used to execute the service required.

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

2.10.1 Equipment

Any equipment (assets) bought during the service period will be transferred to the Employer at the end of the service period.

2.10.2 Information and other things

In the event that the information and other things are required, it will be discussed by the two Parties, and the provision of information and other things will be mutually agreed upon.

2.11 Management of work done by Task Order

- A Task Order starting with 45* series number will be issued to the Contractor at the beginning of every month for the service.
- In the case of emergency repairs outside the SOW started in Medupi Document Identifier: 240-160541815, different Task Order will be sent to the Contractor for the works. Respond to the issued Task Order must be dealt with as per secondary option X19 of the agreement.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

3.1.1 General

- The Contractor must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with their work. The Induction Course can, on request, be provided by the Employer and will be valid for the duration of one year.
- The Contractor must ensure that all his employees have a valid medical for the duration of the contract. Medicals need to be done yearly.
- Safety Risk Management has the right and authority to visit and inspect the Contractor's workplace or site establishment to ensure that tools, machinery, and equipment comply with the minimum safety requirements.
- Station OHS Manager shall be entitled to instruct the Contractor to stop work, without penalty to the Employer, where the Contractor's personnel fail to confirm to safety standards or contravene health and safety regulations. The Station OHS Manager is entitled to cause the Contractor to discipline his employees and to submit disciplinary action and submit a report to Station OHS Manager. The Contractor shall implement additional health and safety precautions where necessary.
- The Contractor will provide all his personnel with the required personal protective equipment (PPE).
- Risk Assessments, Pre-Job Briefs, Post – Job Briefs & Job Observations will be conducted for all jobs.
- All Construction Regulation - safety requirements should also be adhered to.
 - Safety Plan
 - Medicals
 - Fall Protection Plan (For all activities conducted at height)
 - 16.1 and 16.2 appointments

3.1.2 Fire Precautions

- Any tampering with the Employer's fire equipment is strictly forbidden.
- All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time.
- Firefighting equipment must always remain accessible.
- In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 014 762 2555/6911 or Fire and Emergency at 078 100 5614.
- Take the necessary action to safeguard the area to prevent injury and spreading of the fire.

3.1.3 Reporting of accidents

- The Employer follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents.
- The Contractor is expected to fully co-operate to achieve this objective. The Station OHS Manager must be informed immediately of any incidents and any damage to property or equipment must be reported within 24 hours.
- NOTE! This report does not relieve the Contractor of his legal obligation to report certain incidents to the Department of Employment and Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

3.1.4 Barricading

The Contractor will provide and install barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to the area where there is off-loading of the Fuel oil and LPG.

3.1.4 Speed Limit

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will be always adhered to on the premises.

3.1.5 Safety

- The Contractor complies with the Occupational Health and Safety Act, 1993, (the Act) and all Safety procedures issued by the Employer. The Contractor must furthermore comply with the Employer's Safety, health and Environmental requirements for Contractors, BIA/RM/STD/240-73416879, which is available from the Medupi Documentation Centre.
- The Contractor will carry out work according to Procedure GGR 0992 (Plant Safety Regulations). The Contractor will qualify his supervisors to take out permits on the Employer's permit to work system to always have one authorised person available to take out permits per shift.
- The Contractor will conform to all rules and regulations applicable to Plant Safety and shall complete a proper risk assessment and Worker's Register prior to working on the plant.
- The Contractor will ensure that his representatives are duly authorised in terms of the Plant Safety Regulations as a responsible person upon commencement of work.
- The Employer shall on request from the Contractor isolate required plant from all sources of danger as described in the Plant Safety Regulations.
- The Employer will provide the Plant Safety Regulation training to the Contractor.
- The Employer shall make a copy of the Plant Safety Regulations available to the Contractor.

- The Contractor will attend monthly safety meetings and conduct monthly safety meetings with staff.
- The Contractor provides all personal safety equipment, including safety belts and harnesses
- The Contractor will appoint a full-time safety officer for the entire duration of the contract.
- The Contractor will adhere to the Eskom Lifesaving rules.
- The Contractor will not be allowed to transport any of its workers in open vehicles to and from site as prescribed in the Eskom safety policy.

3.2 Environmental constraints and management

- The Contractor should adhere to the Medupi Power Station Environmental Management System that must meet the requirements of ISO 14001:2004.
- The Contractor will be responsible for complying to any current and new environmental requirements, relevant to the Works Information, that may come into effect as part of Medupi Power Station's EMS for the duration of this contract.
- If there is uncertainty around any environmental issues, the Environmental Department at Medupi Power Station may be contacted for assistance and clarity.
- The contractor shall comply with any legal and other statutory requirements that the station complies to in accordance with the applicable law.

3.3 Quality assurance requirements

3.3.1 Quality Requirements

The Supplier shall comply with the Eskom's QM 58 (240-105658000) Supplier Quality Management Specification

- Quality requirements include visual inspection by the Employer, who will be entitled to witness progress of work at any time. The Employer shall also have the right to stop work and re-instruct the Contractor, who will comply with the requests.
- The Employer may, by arrangement, inspect completed work. If, in opinion of the Employer, the work does not comply with the quality requirements expected from the Contractor, the Employer shall instruct the Contractor to rectify the faults. The Contractor will comply with the instructions.

3.3.2 QCP's, Safe Work Procedures and Job Observations

- QCP's with action plans, safe work procedures and job observations shall be produced at the request of the Employer. QCP's must be signed and approved by quality controller

3.3.3 Quality

- The Contractor will comply with the Employer's Quality Requirements as specified in procedure BIA/QA/STD/01 latest revision, which is available from the Documentation Centre or the internal Medupi Web site.
- All Quality Control documentation must be submitted to the Employer's Representative for acceptance prior to any work commencing.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

SKILL	RELATED EXPERIENCE
Site Manager	<p>minimum National Diploma in Mechanical Engineering Qualifications</p> <p>minimum N6 Engineering Qualifications with proof</p> <p>NQF 7 Mechanical Engineering Qualifications with proof</p> <p>3+ Years Mechanical Scope related Background plus 2+ Years Supervisory experience - plus 4+ Years Mechanical Scope related. 3+ Years supervisory experience</p>
Mechanical Supervisor/s	<p>minimum N6 Mechanical Engineering Qualification and Trade Test Certificate</p>
C&I Technician	<p>minimum National Diploma or N6 Diploma in Control and Instrumentation Engineering/Electrical Engineering light current Valid driver's licence for equipment and valid operator's certificate for specific equipment.</p> <p>minimum National Diploma/N6 Diploma Qualifications with proof and Trade Test- 50%Good - 3+ Years C&I Background - 2+ Years C&I Scope Related Background -10% - plus 10%(70%)Very good - 4+ Years Instrumentation Background - plus 10% (80%)3+ Years Instrumentation Scope Related Background - plus 20%(100%)</p>
Mechanical Artisans (e.g. Mechanical Fitters, Riggers, Welders, Boilermaker, etc.)	<p>N3 Mechanical Engineering Qualification and Trade Test Certificate</p> <p>minimum N3 Engineering Qualifications with proof and Trade Test- 50%Good - 3+ Years Mechanical Background - plus 2+ Years Mechanical Scope Related Background -Mechanical Scope Related Background - plus - 4+ Years Mechanical Background - plus 3+ Years Mechanical Scope Related Background</p>
Control and Instrumentation Artisans	<p>N3 Control and Instrumentation Qualification and Trade Test Certificate</p> <p>minimum N3 C&I Qualifications with proof and Trade Test- 50%Good - 3+ Years C&I Background - plus 2+ Years C&I Scope Related Background - 4+ Years C&I Background - plus 3+ Years C&I Scope Related Background</p>
SHE Officer	<p>NQF level 4 Qualifications and SAMTRAC/SHEMTRAC Certificate with proof - Copy of Valid OHS Professional Bodies (SIOHS, SAIOH or SACPPM) certificate or proof of registration as a candidate- 2-3 Years SHE Scope related Background - plus 10%Environmental background - plus 4+ Years SHE related experience</p>
QC Co-Ordinator	<p>2+ Years Mechanical Background - 2+ Years Scope related Experience - 4+ Years Scope Related Experience</p>

4.1.2 BBBEE 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.

The Contractor is expected to submit a valid B-BBEE Verification Certificate from a SANAS accredited Verification Agency each year. Failure to submit such a Certificate may be regarded as the breach of the contract by the Employer

4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA) / SDL & I

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.

4.1.3.1 Local Content and Production

This works/service is a non-designated sector and therefore no local production threshold is applicable to qualify for further evaluation. Tenderers will also be encouraged to utilise local and local to site resources.

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.

The supplier will be required to train at least ten (10) learners per annum,

- Riggers
- Boiler Makers
- Welders

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

4.1.3.3 Retention

- a. 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.
- b. 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.

4.1.3.4 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

4.2.1 Preferred subcontractors

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

1. Subcontracting agreement (signed by both parties) with subcontractor company registration documents (CK, CSD, B-BBEE certificate or sworn affidavit).
2. Copies of sub-contracting contracts (agreements) or copies of letters from the tenderer to the sub-contractors, stating the intent to sub-contract. Both documents should be signed by the Tenderer and the Sub-contractor(s) earmarked.

4.2.3 Limitations on subcontracting

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

4.2.4 Attendance on subcontractors

Not applicable

4.3 Plant and Materials

4.3.1 Specifications

Plant and materials provided by the Contractor and the preventative maintenance thereof will be the responsibility of the Contractor.

4.3.2 Correction of defects

The intention of the Contract is preventative maintenance first and foremost however corrective maintenance can be results of the component failure. In the event where plant component has failed, this will be dealt with in accordance with the maintenance strategies and plant maintenance schedule to restore the components to its original state i.e. by repairing and or replacing components. This will be governed by as per core clause 4, testing and defects.

4.3.3 Contractor's procurement of Plant and Materials

Replacement materials/components will be kept as the Employer's Inventory/stock and issued as stock items when required. The Contractor must inform the Employer immediately of any constraints experienced during the procurement process of plant and materials whenever required to procure any materials.

4.3.4 Tests and inspections before delivery

- It is the Contractor's responsibility to ensure the machinery and equipment intended for use on this contract are inspected, tested, and certified prior to delivery to site.
- Regular inspections can be carried out by the Employer on an as and when required basis.
- The Contractor and the Employer must maintain communication regarding the test and inspections that must be done and give feedback on the result obtained. The Contractor must inform the Employer in time for a test or inspection to be arranged and done before doing the work that will obstruct the test or inspection.

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

Both parties shall agree if there is any Plant and Material that the Contractor require to execute work. All other Plant and Materials are to be provided by the Contractor.

4.3.6 Cataloguing requirements by the Contractor

Not applicable

5 Working on the Affected Property

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

The Entry to site is only approved once the following is adhered to:

1. The Contractors Safety file is to be approved by the Employer's Safety department.
2. All personnel must undergo screening for Criminal records and outstanding warrants
3. Site-specific induction is to be done by all personnel.

5.1.1 Permits

1. The Contractor will ensure that he/she is informed of all the requirements of Eskom's Plant Safety Regulations and ORHVS and that he/she always comply to the requirements of these Regulations.
2. The Contractor ensures his supervisors are trained and authorised as Authorised Supervisors.
3. Training is provided by Eskom Medupi and is done according to a schedule; thus, arrangements need to be made with the Service Manager well in advance.
4. The Contractor will have at least three Responsible Persons as per Plant Safety Regulations.
5. Two supervisors should be authorised within 3 months of contract award.

5.2 People restrictions, hours of work, conduct and records

5.2.1 Time Clocking

- 1 The Contractor uses a biometric time clocking system
- 2 No clocking will result in non-payment. If a person clocked in but not out or did not clock in, but clocked out, the person will not receive payment for that specific day.
- 3 Proof of clocking to be submitted to the Employer from files directly generated from the clocking system (no manual intervention)

5.2.2 Hours of work

- All work will be coordinated by the Employer. Working times can be subject to change, the Employer will inform The Contractor well in advance.
 - A standby roster will be determined by the parties.
 - The Contractor will align his operating shifts to that of the Employer's five shift cycle.
1. Normal working hours is Eskom working hours:
 - a. Monday to Thursday **07:00 - 16:15**
 - b. Fridays **07:00 - 12:00 (No lunch break)**
 2. Outage working hours is:
 - a. Monday to Friday **07:00 - 19:00**
 3. All Timesheets are to be kept for records purposes i.e., person-hours worked safely etc.
 4. Other hours will be determined as per critical path activities during outages/breakdowns.
 5. Overtime to be approved by the Service Manager
 6. Daily time sheet must be kept up to date of normal and overtime worked at all times.
 7. All overtime worked must comply with Eskom rest period requirements

Conduct

- The Contractor and his Employer are required to maintain a professional and ethical conduct at all times, that upholds the Eskom Values to the highest standard.
- Should the Contractor's employees be found to contravene the Eskom Values, Life Saving Rules and or any of the aforementioned regulations, the Contractor must institute disciplinary action which may include removal from site until disciplinary process is concluded.

Records

- The Contractor is expected to keep appropriate and sufficient records (including but not limited to) of his employees
 - Attendance Register
 - Employer performance
 - Contractor's performance
 - Production
 - Safety and environmental statistics and any other required records as communicated by the Employer.

5.3 Health and safety facilities on the Affected Property

There is a medical station on site and a fire and rescue service for assistance with serious incidents and treatment of all serious injuries during normal working hours. Emergency services are available during normal working hours by dialling 6911 from any site phone or else 014 762 2555 Fire and Emergency Preparedness also available after hours by dialling 6911 from any site phone or else contacting the Electrical Operating Desk (EOD) at 014 762 6911 (all hours). However, the Contractor is expected to handle all minor incidents in-house by providing a first aider and a first aid kit.

5.4 Cooperating with and obtaining acceptance of Others

Proper co-ordination and work planning must be done when working in any area where others are performing work or activities. Interfacing may be required with the site maintenance personnel and others.

5.5 Records of *Contractor's* Equipment

1. The Contractor to declare all equipment and tools via a pre-set-up list at the main entrance, where removal permit will be issued by Security personnel.
2. Contractors need to have a list of inventories of their equipment on site.
3. Proof of site entrance needs to be provided before equipment can be removed from

5.6 Equipment provided by the *Employer*

Equipment provided by the Employer is to be signed out on the tools register and returned in a serviceable condition.

5.7 Site services and facilities

5.7.1 Provided by the *Employer*

Sanitary services, water, compressed air and electricity shall be provided by Eskom at fixed points on the plant. There is also a tuck-shop on site, but both only operate on weekdays and are for the Contractor's own cost.

5.7.2 Provided by the *Contractor*

The Contractor is to supply all the personal protective equipment, transport, accommodation, tools, equipment, and consumables to perform all the required tasks on site.

5.8 Control of noise, dust, water, and waste

Noisy equipment and tools emitting noise more than 105 dB (A) may not be supplied/utilised by the supplier.

5.9 Hook ups to existing works

Hooking up on heights is a non-negotiable lifesaving rule of Eskom, Medupi Power Station applies Zero Tolerance to non-compliance of the rule or any other lifesaving rule. The same disciplinary process and procedure will be followed when any of the lifesaving rules have been breached.

5.10 Tests and inspections

5.10.1 Description of tests and inspections

The test and inspection to be carried out by the Contractor, the Employer and others will be determined and communicated by the Employer when Contract commenced.

5.10.2 Materials facilities and samples for tests and inspections

The materials facilities and samples for test and inspection to be carried out by the Contractor, the Employer and others will be determined and communicated by the Employer when the Contract commences.

6 List of drawings

6.1 Drawings issued by the *Employer*

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

Drawing number	Revision	Title

