



## NEC3 Term Service Contract (TSC3)

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

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

for **Provision for all Civil and Site Facility Services at  
Medupi Power Station**

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<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	<b>[•]</b>
<b>Part C2 Pricing Data</b>	<b>[•]</b>
<b>Part C3 Scope of Work</b>	<b>[•]</b>

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

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

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<b>Contents:</b>	<b>No of pages</b>
<b>C1.1 Form of Offer and Acceptance</b>	<b>[•]</b>
<b>C1.2a Contract Data provided by the <i>Employer</i></b>	<b>[•]</b>
<b>C1.2b Contract Data provided by the <i>Contractor</i></b>	<b>[•]</b>
<b>C1.3 Proforma Guarantees</b>	<b>[•]</b>

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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:

### Provision for all Civil and Site Facility Services including Balance of Plant and Units at Medupi Power Station

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

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

Options A	The offered total of the Prices exclusive of VAT is	<b>Rate based contract</b>
	Value Added Tax @ 15% is	<b>Rate based contract</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>Rate based contract</b>
	(in words) <b>[Rate based contract]</b>	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

\_\_\_\_\_  
(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

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

Note:

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

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

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

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

### For the tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &  
signature  
of witness

Date

## C1.2 TSC3 Contract Data

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

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

Clause	Statement	Data
1	<b>General</b>	
	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: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract April 2013 <sup>2</sup> (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):	[•]
	Address	Medupi Power Station, Steenbokpan Road Lephalale
	Tel	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Medupi Power Station
11.2(13)	The <i>service</i> is	Civil and Site Facility Maintenance
11.2(14)	The following matters will be included in the Risk Register	As identified by the parties from time to time and recorded on the risk register. The risk will then be discussed in the contract risk meeting

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

11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Five (5) working days</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The Contractor submits a first plan for acceptance within	<b>To be agreed by both Parties</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is	<b>Sixty (60) months</b>
<b>4</b>	<b>Testing and defects</b>	<b>as per NEC TSC3 core clause 4</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 22<sup>nd</sup> day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>30 calendar days after reception of a valid tax invoice for contracts valued below R50 000 0000.00 (Fifty Million Rands) excluding VAT. 60 calendar days after reception of a valid tax invoice for contracts valued R50 000 0000.00 (Fifty Million Rands) excluding VAT and above</b>
51.4	The <i>interest rate</i> is	<b>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</b>
<b>6</b>	<b>Compensation events</b>	<b>as per NEC TSC3 core clause 6</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>as per NEC TSC3 core clause 7</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>Only the risks under sub-clause 80.1 of the NEC 3 TSC</b>
<b>9</b>	<b>Termination</b>	<b>as per NEC TSC3 core clause 9</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The Contractor prepares forecasts of the	<b>30 calendar days</b>

	final total of the Prices for the whole of the <i>service</i> at intervals no longer than																			
<b>11</b>	<b>Data for Option W1</b>																			
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) 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	Republic of South Africa																		
	The person or organisation who will choose an arbitrator																			
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.																		
	- if the arbitration procedure does not state who selects an arbitrator, is																			
<b>12</b>	<b>Data for secondary Option clauses</b>																			
<b>X1</b>	<b>Price adjustment for inflation</b>																			
X1.1	The <i>base date</i> for indices is	the month before the month in which the enquiry closed. CPA will apply after the first twelve (12) months of the contract period.																		
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr> <tr> <td>0.5</td><td>Labour</td><td>SEIFSA TABLE C3</td></tr> <tr> <td>0.25</td><td>Plant</td><td>SEIFSA TABLE P2- Machinery for mining, quarrying and construction and parts thereof</td></tr> <tr> <td>0.1</td><td>Transport</td><td>SEIFSA TABLE L2</td></tr> <tr> <td>0.15</td><td>non-adjustable</td><td></td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	0.5	Labour	SEIFSA TABLE C3	0.25	Plant	SEIFSA TABLE P2- Machinery for mining, quarrying and construction and parts thereof	0.1	Transport	SEIFSA TABLE L2	0.15	non-adjustable		1.00		
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<b>X2</b>	<b>Changes in the law</b>	<b>as per NEC TSC3 secondary clause X2.</b>												
<b>X17</b>	<b>Low service damages</b>													
X17.1	The <i>service level table</i> is in	<b>Maintenance score card</b>												
	<table> <tr> <th>Indicator</th><th>Target</th><th>Penalties</th></tr> <tr> <td>PM Compliance (PMC)</td><td>95%</td><td>If the service is below target stated, the <i>Contractor</i> pays 1% of low service damages from the monthly assessment amount</td></tr> <tr> <td>Notification Response Compliance (NRC)</td><td>90%</td><td>If the service is below target stated, the <i>Contractor</i> pays 1% of low service damages from the monthly assessment amount</td></tr> <tr> <td>Statutory Order Violations (SOV)</td><td>0</td><td>If the service is below target stated, the <i>Contractor</i> pays 1% of low service damages from the monthly assessment amount</td></tr> </table>	Indicator	Target	Penalties	PM Compliance (PMC)	95%	If the service is below target stated, the <i>Contractor</i> pays 1% of low service damages from the monthly assessment amount	Notification Response Compliance (NRC)	90%	If the service is below target stated, the <i>Contractor</i> pays 1% of low service damages from the monthly assessment amount	Statutory Order Violations (SOV)	0	If the service is below target stated, the <i>Contractor</i> pays 1% of low service damages from the monthly assessment amount	
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<b>X18</b>	<b>Limitation of liability</b>													
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>												
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	<b>the amount of the deductibles relevant to the event</b>												
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>the total of the Prices at the Contract Date and</li> <li>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</li> </ul>												
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	<b>the total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b> <ul style="list-style-type: none"> <li>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>death of or injury to a person and</li> <li>infringement of an intellectual property right.</li> </ul>												
X18.5	The <i>end of liability date</i> is	<b>12 months after the end of the <i>service period</i>.</b>												
<b>X19</b>	<b>Task Order</b>													
X19.3	The delay damages	<b>To be agreed by both Parties</b>												
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>period specified in the Task Order and agreed by both Parties</b>												

<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>
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**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:

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> 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,
<b>Coercive Action</b>	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,
<b>Collusive Action</b>	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,
<b>Committing Party</b>	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

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

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

## Z12 Insurance

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

#### Insurance cover 83

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

**INSURANCE TABLE A**

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

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	<b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law.
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 12.2 Replace core clause 86 with the following:**

**Insurance  
by the  
Employer**

86

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

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder

of a nuclear licence in respect of the KNPS.

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

#### **Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	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*

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: Experience:	
CV's (and further key person's data including CVs) are in _____.		
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	<b>R</b>

**PART 2: PRICING DATA**  
**TSC3 Option A**

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

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

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

### Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the

Prices.

- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

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

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

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

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

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

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

## C2.2 the *price list*

Item nr	Description	Unit	Expected Quantity	Rate only
<b>1</b>	<b>PRELIMINARY &amp; GENERAL</b>			
<b>1.1</b>	<b>General Requirements</b>			
1.1.1	(k) <i>Contractor</i> construction regulation file, safety file and quality control plans.	Item	1	
<b>1.2</b>	<b>Provision of PPE</b>			
1.1.2	Provision of PPE	Per year	1	
<b>1.3</b>	<b>Medicals</b>			
1.3.1	Entry	Per person	1	
1.3.2	Periodical	Per person	1	
1.3.3	Exit	Per person	1	
<b>1.4</b>	<b>Security Check</b>			
1.4.1	Security Clearance	Per person	1	
<b>1.5</b>	<b>Site Establishment</b>			
	The <i>Contractor</i> will be required to a price to purchase the Units in which case the units will become the property of the employer.			
	a) Installation of Sewage removal pipes from the ablution mobile units to the nearest connection sewage pipeline of the <i>Employer</i> . (b) Connection of potable water from the supply by the <i>Employer</i> to the various units that require potable water. (c) Connection of power from the nearest Eskom supply			
1.5.1	Site Establishment, Fencing and Construction of Shelter	Sum	1	
1.5.2	Office Facilities	Monthly	1	
1.5.3	Ablution/Sanitary Facilities	Monthly	1	
1.5.4	Storage Facilities	Monthly	1	
1.5.5	Kitchen	Monthly	1	
<b>1.6</b>	<b>De-Establishment</b>			
1.6.1	Removal of a Constructed Fence and Shelter	Sum	1	

<b>1.7</b>	<b>Transport</b>			
1.7.1	Collection and Delivery of Site Facilities	Sum	1	
<b>1.8</b>	<b>Provision of Transport</b>			
1.8.1	Home-Work-Home transport for staff	Per Km	1	
1.8.2	Light Delivery Vehicle	Per Km	1	
<b>1.9</b>	<b>Provision of Telecommunication</b>			
1.9.1	Cell phones	Monthly Allowance	1	
<b>1.10</b>	<b>Accommodation</b>			
1.10.1	Accommodation for Staff	Per month	1	
<b>2</b>	<b>Labour</b>			
	The <i>Contractor</i> should include the price list for day-to-day maintenance, overtimes and standby allowance (Give rates for normal overtime, weekends, holidays etc.).			
<b>2.1</b>	<b>NORMAL TIME-DAY SHIFT</b>			
2.1.1	Site Manger	Hours	1	
2.1.2	Site Supervisor	Hours	1	
2.1.3	Clerk	Hours	1	
2.1.4	Planner	Hours	1	
2.1.5	General Worker	Hours	1	
2.1.6	Storeman	Hours	1	
2.1.7	Semi-Skilled Workers	Hours	1	
2.1.8	Civil Artisans	Hours	1	
2.1.9	Plumbers	Hours	1	
2.1.10	Welder	Hours	1	
2.1.11	Civil Technician	Hours	1	
2.1.12	Health and Safety Officer	Hours	1	
<b>2.2</b>	<b>WEEKDAYS &amp; SATURDAY OVERTIME</b>			
	Note: All overtime will be subject to the authorization and approval of management as stipulated in clause 3.8 of the Eskom Conditions of Service Document 32-0019M.Overtime			
<b>2.2.1</b>	<b>Weekdays Overtime</b>			
2.2.1.1	Site Supervisor	Hours	1	
2.2.1.2	General Worker	Hours	1	

2.2.1.3	Storeman	Hours	1	
2.2.1.4	Semi-Skilled Workers	Hours	1	
2.2.1.5	Civil Artisans	Hours	1	
2.2.1.6	Plumbers	Hours	1	
2.2.1.7	Welder	Hours	1	
<b>2.2.2</b>	<b>Saturday</b>			
2.2.2.1	Site Supervisor	Hours	1	
2.2.2.2	General Worker	Hours	1	
2.2.2.3	Storeman	Hours	1	
2.2.2.4	Semi-Skilled Workers	Hours	1	
2.2.2.5	Civil Artisans	Hours	1	
2.2.2.6	Plumbers	Hours	1	
2.2.2.7	Welder	Hours	1	
<b>2.3</b>	<b>SUNDAY AND PUBLIC HOLIDAYS</b>			
<b>2.3.1</b>	<b>Sunday and Public Holidays</b>			
2.3.1.1	Site Supervisor	Hours	1	
2.3.1.2	General Worker	Hours	1	
2.3.1.3	Storeman	Hours	1	
2.3.1.4	Semi-Skilled Workers	Hours	1	
2.3.1.5	Civil Artisans	Hours	1	
2.3.1.6	Plumbers	Hours	1	
2.3.1.7	Welder	Hours	1	
<b>3</b>	<b>PLANT</b>			
<b>3.1</b>	<b>Plant</b>			
	The <i>Contractor</i> on request and with agreement with the services manager shall provide the following equipment for Medupi Power Station Facility Maintenance purpose and shall be operated by authorised personnel:			
3.1.1	TLB	Hours	1	
3.1.2	Honey Sucker	Hours	1	
3.1.3	Water tanker and etc	Hours	1	
3.1.4	Grader	Hours	1	
3.1.5	Compact Roller (Single Pedestrian Roller)	Hours	1	
3.1.6	Lowbed Truck	Per km	1	

<b>3.2</b>	<b>Normal Time</b>			
3.2.1	TLB-Operator	Hours	1	
3.2.2	Honey Sucker-Operator	Hours	1	
3.2.3	Water tanker-Operator	Hours	1	
3.2.4	Grader-Operator	Hours	1	
3.2.5	Compact Roller (Single Pedestrian Roller)-Operator	Hours	1	
<b>3.3</b>	<b>Overtime-Mon-Fri</b>			
3.3.1	TLB-Operator	Hours	1	
3.3.2	Honey Sucker-Operator	Hours	1	
3.3.3	Water tanker-Operator	Hours	1	
3.3.4	Grader-Operator	Hours	1	
3.3.5	Compact Roller (Single Pedestrian Roller)-Operator	Hours	1	
<b>3.4</b>	<b>Overtime-Sat</b>			
3.4.1	TLB-Operator	Hours	1	
3.4.2	Honey Sucker-Operator	Hours	1	
3.4.3	Water tanker-Operator	Hours	1	
3.4.4	Grader-Operator	Hours	1	
3.4.5	Compact Roller (Single Pedestrian Roller)-Operator	Hours	1	
<b>3.5</b>	<b>Overtime-Sun &amp; Public Holidays</b>			
3.5.1	TLB-Operator	Hours	1	
3.5.2	Honey Sucker-Operator	Hours	1	
3.5.3	Water tanker-Operator	Hours	1	
3.5.4	Grader-Operator	Hours	1	
3.5.5	Compact Roller (Single Pedestrian Roller)-Operator	Hours	1	
<b>4</b>	<b>PROVISIONAL SUMS</b>			
<b>4.1</b>	<b>Material</b>			
	<i>Contractor</i> to provide Spares and materials required for repairing, maintaining, replacing and new fitting			
<b>4.2</b>	<b>Equipment</b>			
	The <i>Contractor</i> shall provide small hand tools used for the trade and equipment for preparation of concrete for painting			



<b>4.3</b>	<b>Fabrication and installation</b>			
	The <i>Contractor</i> shall be required to fabricate or build cupboards, toolboxes and etc. as and when required.			
<b>4.4</b>	<b>Access for and interface with other contractors</b>			
	<i>Contractor</i> provides reasonable access to Other contractors to execute work carried out on other contractors.			
<b>4.5</b>	<b>Consumables, small and hand tools and material as per the scope of work</b>			
	Note: The main <i>Contractor</i> shall obtain at least three (3) quotations from reputable specialists for each of the works described before appointment of any sub-contractor			
4.5.1	Consumables, small hand tools and material	Sum	1	
4.5.2	Add Profit	%	1	
4.5.3	Attendance	%	1	
<b>4.6</b>	<b>Pipe works and excavation on some pipe works</b>			
4.6.1	Pipe works and this will include excavation on some pipe work- Provision of Land Surveying services	Hours	1	
4.6.2	Ground Scanning and land surveying- Provision of land Surveying services	Hours	1	

**Note: The contract is for 5 years, and the quantities are provisional**

## PART 3: SCOPE OF WORK

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

## C3.1: EMPLOYER'S SERVICE INFORMATION

### Contents

Part 3: Scope of Work.....	26
C3.1: Employer's service Information .....	27
1 Description of the <i>service</i> .....	29
1.1 Executive overview.....	29
1.2 <i>Employer's</i> requirements for the <i>service</i> .....	29
1.2.1 Paint work .....	29
1.2.2 Plumbing .....	29
1.2.3 Carpentry .....	29
1.2.4 Maintenance of building facilities and plant .....	29
1.2.5 Signage .....	30
1.2.6 Pipe works and this will include excavation on some pipe work.....	30
1.2.7 Access, working platforms and scaffolding .....	30
1.2.8 Access for and interface with other Contractors .....	30
1.2.9 Fabrication and installation .....	30
1.2.10 Supply and Services of Temporary Ablution Facilities at Medupi Power Station .....	30
1.6 Interpretation and terminology .....	32
2 Management strategy and start up.....	33
2.1 The <i>Contractor's</i> plan for the <i>service</i> .....	33
2.2 Management meetings.....	33
2.3 <i>Contractor's</i> management, supervision and key people .....	33
2.3.1 Key people .....	34
2.4 Provision of bonds and guarantees.....	34
2.5 Documentation control .....	34
2.6 Invoicing and payment .....	34
2.7 Training .....	35
2.8 Supply of Equipment .....	35
2.9 Management of work done by Task Order.....	35
3 Health and safety, the environment and quality assurance .....	36
3.1 Health and safety risk management.....	36
3.1.1 Safety requirements .....	36
3.2 Environmental constraints and management.....	36
3.2.1 Environmental Requirements.....	36
3.3 Quality assurance requirements .....	36
3.3.1 Method statement and inspection and test plan .....	37
4 Procurement.....	38
4.1 People .....	38
4.1.1 Minimum requirements of people employed .....	38
4.1.2 BBBEE and preferencing scheme .....	38
4.1.3 Social Development Localization and Industrialization (SDL&I) .....	38
4.2 Subcontracting .....	39
4.2.1 Preferred subcontractors .....	39
4.2.2 Subcontract documentation, and assessment of subcontract tenders .....	39
4.2.3 Limitations on subcontracting .....	39
4.3 Plant and Materials.....	39
4.3.1 Specifications .....	39
4.3.2 Correction of defects .....	39
4.3.3 <i>Contractor's</i> procurement of Plant and Materials .....	39
4.3.4 Tests and inspections before delivery .....	40
4.3.5 Plant & Materials provided "free issue" by the <i>Employer</i> .....	40
4.3.6 Cataloguing requirements by the <i>Contractor</i> .....	40
5 Working on the Affected Property .....	41
5.1 <i>Employer's</i> site entry and security control, permits, and site regulations .....	41

5.2	People restrictions, hours of work, conduct and records .....	41
5.3	Health and safety facilities on the Affected Property .....	41
5.4	Environmental controls, fauna & flora .....	42
5.5	Cooperating with and obtaining acceptance of Others .....	42
5.6	Records of <i>Contractor's</i> Equipment .....	42
5.7	Site services and facilities .....	42
5.7.1	Provided by the <i>Employer</i> .....	42
5.7.2	Provided by the <i>Contractor</i> .....	42
5.8	Control of noise, dust, water and waste .....	42
5.9	Hook ups to existing works .....	43

## **1 Description of the service**

### **1.1 Executive overview**

Coal fired powered plant are a fundamental part of South Africa's power generation. Medupi Power Station is one of the largest coals fired power station in South Africa and is in the Limpopo Province, approximately 21 kilometres south-west of Lephalale Town.

Infrastructure maintenance in a power station is essential for ensuring the reliability, safety, efficiency, and longevity of power generation and distribution systems. It directly impacts the quality of life, economic productivity, and the overall functioning of modern societies. As such, investing in maintenance is a fundamental aspect of responsible power station management.

Medupi Power Station Management has decided to partner the specified maintenance service function to a suitably qualified, experienced, and well-established Partner. This document describes the detail of the Scope of Work for specific areas of power plant standards, quality, requirements, and specifications. The station is expected to perform at 92% UCF, 6% PCLF and 2% UCLF, and therefore facility maintenance must be in line with this performance. It is important to align this with Medupi culture of safe, tidy, and harmonious work environment.

The maintenance of civil and structural components within a coal-fired power station is a critical aspect of ensuring the safety, efficiency, and longevity of the facility. These components include a variety of structures and systems such as the main plant building, cooling towers, chimneys, coal handling and storage areas, water treatment plants, roads, earthworks, water dams and administrative buildings. Given the harsh and often corrosive environment of a coal-fired power station, alongside the mechanical stresses imposed by the operational activities, a robust maintenance strategy is essential.

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

#### **1.2.1 Paint work**

- Prepare concrete surface for painting.
- Prepare steel surface for painting, including but not limited to, using wire brush and or mechanical brush.
- Spot priming defects in pre primed surfaces with zinc chromate primer and apply one undercoat and two alkyd enamel paint on steel.
- Paint pressed steel door frames using enamel paint.
- Demarcation of floors.
- Painting of all building surfaces and bund walls.
- Painting colours shall comply with corporate identity manual (ESK AM AAA1)

#### **1.2.2 Plumbing**

- Unblock drainpipes.
- Repair toilets, washbasins, sinks, geyser and etc.
- General plumbing repairs and maintenance.
- Sewage plumbing and maintenance.
- Repair of bathrooms and dripping taps.

#### **1.2.3 Carpentry**

- Repair ceilings. Replace or repair ceiling, doors, door handles, cupboards etc.

#### **1.2.4 Maintenance of building facilities and plant**

- Tile walls and floors using ceramic tiles.
- Building repairs (roof, walls, and floors).
- Sealant work
- Fit new locks or replace old ones.

- Move office furniture on site.
- Drain cleaning.
- Handy man jobs.
- Gutters cleaning.
- Any other general building maintenance activities.
- Cleaning of rubble and removing of scraps to designated areas.
- Paving.
- Bund walls.
- Windowpanes and frames

#### 1.2.5 Signage

- Provide, install, and replace symbolic safety signs and road signs where required throughout the station.

#### 1.2.6 Pipe works and this will include excavation on some pipe work

- Supply, replace and repair PVC and HDPE pipes (sizes 40-600mm), different joint HDPE fittings as per pipe layout i.e., Elbows, T-pieces, Y-pieces, unions, flanges for the above size pipes, joint clamps, seals, washers, bolts and nuts at Ash dump and bottom ash cooling plant.
- Excavation for maintenance on underground pipework and cables.
- Ground Scanning and land surveying

#### 1.2.7 Access, working platforms and scaffolding

- The *Contractor* shall inform the *Employer* in advance of all his needs and requirements before and during works. For example, need for removal of equipment which restricts access for the work to be carried out.
- No scaffolding and platforms will be used without having been safety cleared and the documentation completed.
- Scaffolding and platforms will be supplied by the *Employer*.

#### 1.2.8 Access for and interface with other Contractors

1. During the progress of the work the *Contractor* provides reasonable access to other *Contractors* to execute work carried out on other *Contractors*.

#### 1.2.9 Fabrication and installation

2. The *Contractor* shall be required to fabricate or build cupboards, toolboxes and etc. as and when required.

#### 1.2.10 Supply and Services of Temporary Ablution Facilities at Medupi Power Station

3. The *Contractor* shall provide ablution facilities as and when required where permanent facilities are not available.

### 1.3 Civil and Structural scope of works

The key areas of Civil and Structural Maintenance are as follows: -  
Ensure the integrity of the plant structures inspection and repairs to status quota.

#### a) Cooling Towers, Chimneys, ACC Columns, and silos:

- Repair surface cracks, concrete spalling, and corrosion.
- Inspection of the structure's integrity.

b) **Water Treatment Plants:** Critical for ensuring the quality of water used in the power generation process. Maintenance tasks include checking pipes for corrosion, ensuring the integrity of storage tanks, and verifying the proper operation of pumps and filters.

c) **drainage system:** Maintenance of water dams and drainage systems is critical for operational reliability and environmental protection. Regular inspections detect structural issues and sediment build-up, requiring timely removal and repair to prevent flooding and ensure efficient water flow. Erosion control measures, such as vegetation management and slope stabilization, safeguard

against soil loss. Effective maintenance maximizes safety, minimizes downtime, and upholds regulatory compliance, essential for sustained power generation and ecosystem preservation.

**d) Road's repair and inspections:** This involves regular inspections, pothole & crack repairs, and ensuring proper drainage to prevent erosion. It's essential for safe transportation of personnel and equipment, minimizing disruptions, and optimizing operational efficiency.

- Lifting of paving blocks, reinstating, and compacting subsurface and replacing paving blocks.
- Repair potholes by digging out damaged area down to 150mm depth, reinstate subsurface, apply appropriate primer, and apply cold seal Asphalt repair.
- Paint road marking.
- Clearing & grubbing.
- Earthworks for temporary deviations.
- Dust suppression.
- Graveling and repair of temporary deviations.
- Maintenance of existing road shoulders used as temporary deviations and cleaning of roads.
- Digging of trenches in sandy soils using standard tools.
- Digging of trenches in hard and rocky soils using jack hammers and associated tools and equipment
- Movement of barriers.
- Blading of road by grader.
- Maintenance and Small repairs of access roads on site (repairs include erosion repairs, potholes, culverts, repainting road surface markings and etc...).
- Manhole and manhole cover repairs.
- Maintenance and excavation of deep laying services (main sewer & water lines).

**e) Small concrete works:** To be determined by the System Engineer and/or the Project Manager.

- Maintain manholes and concrete base.
- Preparing, placing, and finishing concrete without steel reinforcing but including shuttering (excluding material cost).
- Preparing, placing, and finishing concrete with steel reinforcing but including shuttering (excluding material cost).
- Build 220mm double brick wall excluding plastering, including laying of brick force steel reinforcement every 4 courses, (excluding material cost).
- Build 110mm single brick wall with associated pillars as required, excluding plastering, including laying of brick force steel reinforcement every 4 courses.
- Plastering and finishing of brick wall to wood finish, 10-15mm thick.
- Plastering and finishing of brick wall to steel finish, 10-15mm thick.
- Concrete repairs as per System Engineer's specifications.
- Repair or replace Fence.

**f) Steel works**

- Repair, Replace and fasten steel access ladders (walkways, handrails, grating and cad ladders)
- Repair of steel metal structures by using welding techniques (weld cracks and weld joints)
- Repair of steel loosened bolt connections, bolt torquing and bolt securing.
- Application of steel protective coating – Corrosion protection paint works.

## 1.4 Safety signs

The Contractor shall supply all Symbolic Safety Signs for the respective areas under this contract as per SANS 1186 with the sign location.

## 1.5 General Requirements

- The *Contractor* shall complete a history data for each notification executed.
- The *Contractor's* performance evaluation shall be done during ad hoc meetings between the Contractor and the Employer on a monthly basis.
- The *Contractor* to submit the construction regulation file and quality control plans before commencement of contract.

- The *Contractor* together with the tender documentation shall provide Eskom with an action that has to be in place to comply with the Construction Regulations. This shall include all additional costs that the *Contractor* will incur to comply with this regulation.

## 1.6 Interpretation and terminology

List of Definitions:

Definitions	Description
Ad hoc	The meeting was formed for one particular reason.
Priming	The application of a coat of white paint (usually zinc or lead) to a sized canvas in order to prepare it for painting.
Enamel	Paint that air dries to a hard, usually glossy, finish, used for coating surfaces that are outdoors or otherwise subject to hardware or variations in temperature.
Inspection	Activities which by means of examination, observation, or measurement, determine the conformance of material, parts, components, etc. to predetermined specifications and quality requirements.
Plant/ System Engineer	The person designated by the Employer/Client as having engineering responsibility for the Power Station being inspected. / A person designated by the Employer/Client as having engineering responsibility for a specific plant area within the Power Station.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ECSA	Engineering Council of South Africa
CIDB	Construction Industry Development Board
GB	General Building
CE	Civil Engineering
HDPE	High-density Polyethylene
ISO	International Standards Organisation
PSR	Plant Safety Regulations
PVC	Polyvinyl Chloride
ROD	Record of Decision
SANS	South African National Standards
SHE	Safety Health and Environment
TLB	Tractor-Loader-Backhoe
SHEQ	Safety Health Environment and Quality
PPE	Personal Protective Equipment
ITP	Inspection and Test Plan
WUL	Water Use Licence



## 2 Management strategy and start up.

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

The *Contractor* to provide the activity plans as and when required by the *Service Manager*. The *Contractor* shall update the plan during execution of activity to update the *Service Manager* of the progress of work. The plan must show the following:

- the starting date and the end including times,
- Risks,
- Plant and Materials, equipment and other things required,
- Resources and
- Any other requirements as agreed by both Parties

The *Employer* will be using Preventative and Corrective maintenance process to execute daily activities. The *Contractor* shall comply with Medupi Power Station Routine Work Management Processes.

The *Contractor* shall carry out tasks as described in the scope of work on a normal day to day maintenance.

### 2.2 Management meetings

The *Contractor* shall be required to attend contract monthly meetings to address contract related matters. The *Contractor* is to be represented on monthly executive SHEQ meetings by company executives. The *Contractor* shall attend work management meetings. Other contract related meetings shall be communicated to the *Contractor* on arrival to site. The *Contractor* is to be represented at any ad-hoc meetings that may arise in order to address any production or safety related matters.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	Medupi Power Station	<i>Employer, Contractor</i>
Overall contract progress and feedback	Monthly	Medupi Power Station	<i>Employer, Contractor</i>
Executive SHEQ meetings	Monthly	Medupi Power Station	<i>Employer, Contractor</i>
Work management meetings	Daily (Monday-Friday)	Medupi Power Station	<i>Employer, Contractor</i>

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

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

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

The successful *Contractor* shall utilise / provide skilled and suitably qualified staff as governed by Medupi Maintenance Contracts User Specification Requirements with current experience in the following:

- Quality Management Control and Assurance as per ISO Standards.
- Staff must meet minimum requirements of Eskom job descriptions, with additional requirements specified. (Eskom job descriptions are attached).
- Occupational Health and Safety Act 85/1993 and (SHE) Standards.
- BOM compilation.
- Procedure writing.

- Familiarisation and adherence of Employer's SHE goals and initiatives.
- Specialised application painting/ sealant works.
- Able to train the staff to meet the requirement of the scope.

### 2.3.1 Key people

The *Contractor's* technical qualified team member required to successfully execute the tasks are listed below.

- a) Manager (Site Manager) x 1 – To manage day to day operations of the by effectively managing the human and finance resources and attend all meetings.
- b) Site Supervisor x 2 – Supervise the team of different skills, from plumbers, all team of in Medupi maintenance, planners, clerk The supervisor must be technically inclined to resolve technical problems that the artisans are failing to solve. The supervisor will be responsible for compiling work instructions and QCP's for all activities/tasks/jobs carried out.
- c) Clerk x 1 – Clerk will be responsible for the administrative work for the contract as well as the timesheets.
- d) Planner x 1 – Planner will be responsible for the control/planning/opening of job cards/jobs that are brought to the workshop, managing spares, and ensuring availability of spares and equipment's.
- e) Safety Officer x 1 – To effectively manage the SHEQ Requirement and ensure Site Compliance to Eskom SHEQ Processes
- f) General Workers x 4 – they will be required to perform some work in the plant if the need arises, housekeeping after work.
- g) Storeman x 1 One of the storemen that will monitor material.
- h) Semi-Skilled workers x 4
- i) Civil Artisans x 4
- j) Plumbers x 4
- k) Welder x 2 - to perform welding works on the plant structure.
- l) Operator/Forklift Driver or Truck Driver x 1 – An operator is required for operating of mobile cranes, overhead cranes, forklifts (up to 27 tons), cherry picker, TLB Plant.
- m) Civil Technician x 2
- n) Land Surveyor as when required.
- o) Civil Specialist/ Engineer as and when required.

## 2.4 Provision of bonds and guarantees

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

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

## 2.5 Documentation control

The *Contractor* is required to adhere to the latest editions of the normative and informative references within this document, all applicable SANS standards and Eskom specifications/standards mentioned throughout this document.

## 2.6 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.

The *Contractor* shall address the tax invoice to

[INVOICESESKOMLOCAL@ESKOM.CO.ZA](mailto:INVOICESESKOMLOCAL@ESKOM.CO.ZA).

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.

**Note:** The *Contractor* shall only submit an invoice after receipt of Goods Receipt (GR) number from the *Service Manager*

## 2.7 Training

The *Contractor* shall attend all trainings in line with the service, statutory & other business requirement training as provided by the *Employer* when required it is necessary.

All employees undergo the relevant training as per their function requirement.

## 2.8 Supply of Equipment

The *Contractor* shall provide small hand tools used for the trade and equipment for preparation of concrete for painting i.e., high pressure washer and etc.

The *Contractor* on request and with agreement with the *Services Manager* shall provide the following equipment for Medupi Power Station Facility Maintenance purpose and shall be operated by authorised personnel:

- Forklift.
- Cherry picker.
- TLB.
- Bobcat.
- Honey sucker
- Water tanker and etc.
- Grader
- Earth moving equipment.

Equipment to be used on site must comply with Medupi Maintenance User Requirements Specifications (240-97020108) latest revision.

## 2.9 Management of work done by Task Order

The contract entered into with the *Contractor* is non-exclusive and work included in this contract can only be performed upon receipt of a task order.

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

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

- The *Contractor* shall comply with the health and safety requirements contained in Act No 85: Occupational Health and Safety Act & Regulations.
- The *Contractor* shall be required to do safety induction prior to start any work on site.
- Before any work start on site the *Contractor* is responsible to submit their Safety File to the *Employer* for review and acceptance. The *Contractor's* safety file must be approved before any work commence on site.
- The *Contractor* immediately reports all injuries as well as any threat to health or safety of which it becomes aware of on the site of the Employer.

##### **3.1.1 Safety requirements**

The *Contractor* shall ensure:

- All employees are medically, physical, and psychologically fit to perform the Works.
- Compliance with Eskom's SHE policy, procedures, standards, guidelines, specifications, and site regulations. Employees shall have a valid medical certificate of fitness specific to the work to be performed.
- Employees are informed of hazards identified in the risk assessment before commencement of Works. The Method Statement shall also be communicated to the employees on this work activity before commencement of Works.
- The emergency rescue plan shall also be communicated to personnel undertaking the Works.
- All safety and health related incidents around site or working areas and threats that pose a danger to one's life or health are immediately reported.
- Sufficient health and safety information as well as resources are made available.
- All employees undergo safety induction on-site.
- All power tools will be inspected as and when required.
- Prescribed PPE for the specified Works shall be always worn. The provision of PPE shall be the responsibility of the *Contractor*.
- Correct site drawings are obtained and communicated to the employees undertaking the Works.

#### **3.2 Environmental constraints and management**

The *Contractor* shall comply with the environmental criteria and constraints stated in Medupi Power Station Environmental Requirements for Contracts and Suppliers Procedure.

##### **3.2.1 Environmental Requirements**

The Contractor shall ensure:

- Appropriate measures shall be undertaken to minimise the generation of dust from work activities.
- All environmental incidents must be reported.
- The work area is kept clean, tidy, and free of waster/rubbish. Waste shall be disposed of in designated bins
- Adherence to Water Use License (WUL 27086983) and Regulation 704 of the National Water Act (Act 36 of 1998).
- Plant and machinery shall be equipped with drip trays. Oil refills for plant and machinery shall take. Place in designated areas

#### **3.3 Quality assurance requirements**

The Contractor shall comply to the requirements of ISO 9001 Quality Management Systems.

- The *Contractor* shall provide a complete Quality Assurance plan in accordance with the requirements of ISO 9001: 2008 to the Employer for approval. This plan must ensure an integrated quality service as part of the contract. Execution of all quality related activities, including inspection and test plans compilation and execution, spares material quality inspections and all quality related record keeping is part of the *Contractor's* scope of work.
- The *Contractor* has to ensure that all measuring and testing equipment are calibrated in accordance with Medupi Power Station Test Equipment Calibration User Scope of Work Specification (240-94144946) at all times and proof thereof must be readily available.
- The *Contractor* shall utilise the Employer's quality documentation management system and processes. The *Contractor* complies with the applicable quality standards and requirements relative to the required scope of service.
- All Quality References and Standards as stipulated in this document will be adhered to.
- The *Contractor* will provide with the tender a quality management program in accordance with ISO 9001 which will comply with Eskom quality management system.
- The Employer and Contractor in this scope of work shall commit towards the following:
  - Continuous improvement of Medupi Power Station.
  - Continuous cost reduction.
  - Spare management.

### **3.3.1 Method statement and inspection and test plan**

The *Contractor* shall also submit to the employer for review detailed construction/repair method statements and a quality and inspection test plan prior to the commencement of the Works. The employer will indicate his/her hold and witness points on the ITP. All specified tests and required interventions to be itemised on the ITPs and should be easily linked/referenced to all other technical documents. The *Contractor* shall provide all required Quality Inspector's required for the inspection of all the Works required by the South African and international standards, codes and regulations, and Eskom standards and guidelines. For any works that require multiple stakeholders, a PM/CM must be accompanied but a method statement, risk assessment and a QCP/ITP for the task will be deemed sufficient for close out.

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

- The Employees of the service provider shall comply with Eskom's policies and site regulations. The Medupi Maintenance User Requirement Specification (240-97020108) aims to normalise contract agreements and as such should be used as the point of departure on which this service contract will be based.
- Workmanship shall, always, be of a grade accepted as the best practice of the particular trade involved and as stipulated in written standards of recognised organisations or institutions of the respective trades, except as exceeded or qualified by the specifications. The Employer shall determine the acceptability of workmanship.

#### 4.1.2 BBBEE and preferencing scheme

The *Employer* requires the *Contractor* to achieve a Broad Based Black Economic Empowerment Recognition Level (B-BBEE Recognition Level) of 4 (the "Required B-BBEE Recognition Level") within six months from date of Contract Award in terms of Eskom's Directive "Implementation of Eskom's Black Economic Empowerment Strategy " and Standard "Application of the Broad Based Black Economic Empowerment Codes of Good Practice within Eskom (32-1034)".

Eskom's policy is to maximise purchases from Black or Black Empowering Enterprises (BEE's) whether Black Woman-owned, small or Large Black or Black empowering suppliers. The purpose is to promote entrepreneurship in black communities and give black business access to the mainstream of business opportunity.

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 Social Development Localization and Industrialization (SDL&I)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the SD&L requirements in accordance with and as provided for in the *Contractor's* SD&L Compliance Schedule. The *Contractor* to provide proposed skill development target on the table below:

Skills Type	Entry Level	Output	Tenderers Proposal
Civil artisan	Grade 12/Equivalent	Trade Test	
Work Integrated Learning	Diploma in Civil Engineering	Civil Technicians	
Safety Officers	Grade 12/Equivalent	Registration with SACPCMP	
Welder	Grade 12/Equivalent	Trade Test	

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the above stated SD&L criteria. The *Contractor* shall submit monthly/quarterly SD&L report to the *Service Manager*. The SD&L report template will be provided to the *Contractor* by *Service Manager*.

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. The *Contractor* shall submit a bond equivalent

to 2.5% of the Contract Value and shall only be released to the *Contractor* upon fulfilment of all SDL&I Obligations

## 4.2 Subcontracting

### 4.2.1 Preferred subcontractors

Eskom will do business with the suppliers that are prepared to sub-contract 30% of the contract value to EME or QSE's that are at least 51% Black Owned from rural/underdeveloped/township.

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

- a) The *Contractor* submits the proposed contract data for each subcontracting for acceptance to the *Project Manager*.
- b) The *Contractor* prepares s subcontracting document as according to the NEC Contract.
- c) The *Contractor* must inform the *Project Manager* when intending to subcontract some of the works from the contract scope.
- d) The *Contractor* takes note that their Subcontractors Safety Files will be accepted by the *Contractor* Safety Manager before it will be handed to the SHE practitioner/Officers for verification of compliance before any work commence. Proof of acceptance by the Contractor Safety Manager needs to be in the Safety file when handed over to SHE Practitioners for verification.
- e) The *Contractor* only employs qualified sub-contractors

### 4.2.3 Limitations on subcontracting

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

## 4.3 Plant and Materials

### 4.3.1 Specifications

The *Contractor* shall be responsible for the supply of all materials unless specified elsewhere in a form of instruction. Where a material is specified in this document, the material supplied shall be exactly in accordance with the specification. If the *Contractor* intends to use similar or equivalent materials the *Contractor* shall apply in writing to the *Service Manager* for review and acceptance thereof.

- Spares and materials required for repairing, maintaining, replacing and new fitting will be provided by the *Contractor*.
- Consumables will be supplied by the *Contractor* (e.g., Pipe fitting, door hinges, paints, and spares).
- The *Contractor* will supply the required spares and material which the employer cannot supply.
- Any damage caused to existing insulation and cladding is repaired by the *Contractor* at his own cost prior to take over.

### 4.3.2 Correction of defects

All defect correction should follow the Employers notification response compliance process

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

The *Contractor* on request and with agreement with the services manager shall provide the following equipment for Medupi Power Station Facility Maintenance purpose and shall be operated by authorised personnel:

- TLB
- Honey Sucker
- Water tanker and etc
- Grader
- Compact Roller (Single Pedestrian Roller)
- Lowbed Truck

The *Contractor* to provide Spares and materials required for repairing, maintaining, replacing and new fitting.

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

All Plant stated on 4.3.4 must comply to road traffic act.

#### **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. The *Employer* will provide a list of Plant and Materials to be provided before commencement of the task. The *Employer* will make arrangement for collection by *Contractor* or delivery by others on behalf of the *Employer*, offloading, inspection, storage, care custody and control, return of unused Plant and Materials. All other Plant and Materials are to be provided by the *Contractor*.

#### **4.3.6 Cataloguing requirements by the *Contractor***

Spares that are not catalogued can only be delivered with an approved ‘Data Capture Form’ (DCF) for that specific spare or assembly. The *Employer’s* Technician or System Engineer will provide the *Contractor* with a DCF template for the specific spare The *Contractor* will therefore be required to complete and submit DCF to the *Employer’s* Maintenance Technician and System Engineer for approval before delivery.



## 5 Working on the Affected Property

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

Medupi Power Station is declared a Nation Key Point (NKP), all regulations, Laws and procedures related to NKP must be strictly adhered to.

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

1. The *Contractor's* Safety file is to be approved by the *Employer's* Safety department.
2. Site-specific induction is to be done by all personnel.
3. All contract employees must have access permits to the site
4. All security requirements are adhered to
5. Employer's Site Entry and Security Controls, permits, and site regulations (Police Clearance) All *Contractor* personnel are to undertake Police Clearance. Certificates must be provided to the Site *Service Manager*. The Site *Service Manager* reserves the right to refuse entry to all persons whose criminal records indicate that their presence on site might create an unsafe and insecure environment to specific Power Station. The process shall be repeated every 12 months for low-risk employees (Risk Rating 5, 4) and every 6 months for medium to high-risk employees (Risk Rating 3).

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

#### People restrictions

*Contractor's* employees are restricted to the Affected Property only

#### Hours of work

Normal working hours:

- |                       |   |
|-----------------------|---|
| a. Monday to Thursday | <b>07:00 - 16:15(Lunch 12:00-12:30)</b> |
| b. Fridays            | <b>07:00 - 12:00 (No lunch break)</b>   |

#### Conduct

- a) The *Contractor* and his employees are always required to maintain professional and ethical conduct, that upholds the Eskom values to the highest standard
- b) Should the *Contractor's* employees be found to contravene the Eskom values, lifesaving rules, and/or any of the regulations, the *Contractor* must institute disciplinary action, which may include removal from site, until the disciplinary process is concluded.

#### Records

The *Contractor* is expected to keep appropriate and sufficient records of the employees, including:

- a) *Contractor's* performance
- b) Safety and environmental statistics, and
- c) Any other required records as communicated by the *Employer*

#### Overtime

Overtime work should comply to Basic Conditions of Employment Act and Eskom condition of service

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

There is a medical station on site, 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 this phone number 078 100 5614/ 014 762 2555 and also available after hours or else contacting the Electrical Operating Desk (EOD) at 014 762 6490/1. However, the *Contractor* is expected to handle all minor incidents in-house by providing a first aider and a first aid kit.

The *Contractor* must familiarise themselves with the emergency procedure which will be provided by the *Employer*. The *Service Manager* will inform the *Contractor* of the emergency preparedness (EP) procedure, and the *Contractor* must ensure that EP procedure is shared with the employees. All other requirements and/or facilities will be communicated by the *Employer* to the *Contractor*.

## 5.4 Environmental controls, fauna & flora

Medupi Power Station is maintaining a *Monitoring, Control and Eradication for Alien and Invasive Species Plan*. The *Contractor* shall support Medupi Power Station's initiative where necessary, in ensuring that alien and invasive plant species are maintained as per programme and within the legal requirements pertaining to such plant species. The relevant plan will be shared upon request with the *Contractor*.

## 5.5 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. Should the *Contractor* request any interfaces with Others, it will be coordinated by the *Employer*.

## 5.6 Records of Contractor's Equipment

The *Contractor* shall provide small hand tools used for the trade and equipment for preparation of concrete for painting i.e., high pressure washer and etc.

The *Contractor* on request and with agreement with the services manager shall provide the following equipment for Medupi Power Station Facility Maintenance purpose and shall be operated by authorised personnel:

- Forklift.
- Cherry picker.
- Earth moving equipment.
- TLB
- Bobcat.
- Honey sucker
- Water tanker and etc.
- Grader

## 5.7 Site services and facilities

### 5.7.1 Provided by the *Employer*

- Water connection points
- Ablution connection points
- Laydown area
- Electricity connection point

### 5.7.2 Provided by the *Contractor*

- Transport
- Accommodation
- Cell phones
- Food
- Offices
- Ablution facilities
- Storage area
- Kitchen
- Fencing
- Construction of shelter

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

The *Contractor* will always be required to use appropriate PPE to mitigate and minimise exposure to noise and dust. Ear protection shall be worn whenever *Contractor* enters a plant with a noise level of 85 decibels(db) and above or working with machines that produce noise level of 85 db. The *Contractor* must always wear dust mask whenever they work in the dust environment. The *Contractor* must treat water as scarce resource and recycle where possible. The *Employer* advocates the appropriate disposal of waste to enhance recycling.

## **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.