

C1.2 ECC3 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	
	dispute resolution Option and secondary Options	<p>A: Priced contract with activity schedule</p> <p>W1: Dispute resolution procedure</p> <p>X2: Changes in the law</p> <p>X3: Multiple currencies</p> <p>X5: Sectional Completion</p> <p>X7: Delay damages</p> <p>X13: Performance Bond</p> <p>X16: Retention</p> <p>X17: Low performance damages</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
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>Project Manager</i> is: (Name)	
	Address	Medupi Power Station, Steenbokpan, Lephalale, Limpopo
	Tel	
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	
	Address	Medupi Power Station, Steenbokpan, Lephalale, Limpopo
	Tel No.	

e-mail

11.2(13)	The <i>works</i> are	<p>The P20F Contractor to design, construct and handover in a synchronised manner the civil works, utilities and services to the P20D and P20E Hydrogen Plant Contractors, and the Integrated works including roads, cover structures, equipment room, civils, utilities, services, fire protection and CBMS. The Contractor is also to design review, design, incorporate free issue items, construction, commissioning and handover of the complete Nitrogen plant. Technical Specification: 348-10123337 -Medupi N2 Generating Plants and N2 plus H2 integration SOW Rev 01, 348-9976938 N2H2 Consolidated LOSS Rev 2, provides the technical description of the scope.</p>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> Contractors program management contract execution- Time is of the essence for Employer – Delay damages applicable. Contractors SACPCMP HSE and Construction Management resources – Ensure resource availability Contractors' indemnification of the Employer for all claims related interface delays for information or deliverables with P20D and P20E Contractors as the Contractors risk. Contractors' management and delivery of schedule of interfaces with P20D and P20E Contracts Contractors action for early concrete mix and aggregate design approval to prevent potential delays Early identification, procurement and micromanagement of long lead Equipment and Materials Status of free issue material, fit for purpose assessment, corrective work, preservation and commissioning there-of. Contractors' contribution to Labour Strike / Industrial Action / Community Unrest due to wage and working condition issues. Contractors Contract cash flow issues affecting contract progress

- Contractors' certification and accreditation to `access and work in live operational areas.
- Security of equipment, materials and Resources
- Normal construction hazards and working with construction / power machinery
- Non-compliance to approved Environmental Management Programme
- Contractors' defective designs, construction and commissioning work
- *Contractor* poor performance during project execution
- Non-Compliance to the Permit to Work System
- Dehydration (Hot Weather Conditions)
- Snakes Monkeys, Baboons and other vermin
- Working at heights
- Interface and Integration of the works with the running plant and other Contractors
- Activity schedule and program not integrated and adhered or sufficiently detailed
- Adverse Weather (Rain, Wind, Hailstorm, Heatwave) Earthworks / Construction intensive planning to avoid rainy season.

11.2(15)	The <i>boundaries of the site</i> are	Medupi Power Station Hydrogen and Nitrogen Estate, the Z-Trench Cable Tunnel and the cable routes on the Turbine Hall Cladding to Terminal points and connection routes to the water treatment plant.
11.2(16)	The Site Information is in	Part 4: Site Information
11.2(19)	The Works 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	Within 14 (fourteen) Calendar days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics

used in this section are identified elsewhere in this Contract Data.

3 Time

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is 12 months from contract date.		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	• Kick-off Meeting As Per Accepted Program
		2	• Police Clearance and Induction of Contract Personnel for Medupi Access As Per Accepted Program
		3	• Bonds Submission to Eskom Treasury As Per Accepted Program
		4	• Appointment of SACPCMP Certified Safety Officer As Per Accepted Program
		5	• Appointment of SACPCMP Certified Construction Manager As Per Accepted Program
		6	• Appointment of integration Engineer As Per Accepted Program
		7	• Health and Safety File Accepted As Per Accepted Program
		8	• Environmental File Accepted As Per Accepted Program
		9	• Quality Control Plan Accepted As Per Accepted Program
		10	• Notification of Construction Work As Per Accepted Program
		11	• Integration Risk Assessment and Schedule of interface Management Strategy / report As Per Accepted Program

	12	• Mobilisation and Site Establishment	As Per Accepted Program
	13	• Appointment of AIA Subcontractor	As Per Accepted Program
	14	• Appointment of NDT Subcontractor	As Per Accepted Program
	15	• Appointment of OEM Subcontractors	As Per Accepted Program
	16	• Design Review report of existing Kusile Tank design.	As Per Accepted Program
	17	• Free Issue items and structure Status report	As Per Accepted Program
	18	• Approval of Free Issue item Corrective work and Preservation Procedure	As Per Accepted Program
	19	• Mix Design and Aggregate Acceptance	As Per Accepted Program
	20	• Failure Mode Effects and Criticality Analysis (FMECA).	As Per Accepted Program
	21	• HAZLOC Study	As Per Accepted Program
	22	• Design Freeze of Civil works for P20D Contractor - Bulk Storage Tank Concrete works and support Infrastructure	As Per Accepted Program
	23	• Design Freeze of Civil works for P20D Contractor - Explosion / Blast proof Bund walls	As Per Accepted Program
	24	• Design Freeze of Civil works for P20E Contractor – Hydrogen Container Reinforced concrete foundation Slab Concrete works and support infrastructure	As Per Accepted Program

	25	<ul style="list-style-type: none"> Design Freeze of Civil works for P20EContractor – Hydrogen Container Steel Structure Canopy 	As Per Accepted Program
	26	<ul style="list-style-type: none"> Design Freeze of Civil works for P20EContractor – Hydrogen Bulk Tank Loading Steel Structure Canopy 	As Per Accepted Program
	27	<ul style="list-style-type: none"> Design Freeze of Civil works for P20EContractor – Hydrogen Bulk Tank loading Concrete works and support Infrastructure 	As Per Accepted Program
	28	<ul style="list-style-type: none"> Design Freeze of Civil works for P20EContractor - General concrete and steel supporting infrastructure for Hydrogen piping and cable racking from the Hydrogen Plant to the Unit 1-6 Turbine generating units 	As Per Accepted Program
	29	<ul style="list-style-type: none"> Design Freeze of Integrated Civil works - Road access, loading bay and internal roads 	As Per Accepted Program
	30	<ul style="list-style-type: none"> Design Freeze of Integrated Civil works - Road crossings, supportive structures, plinths, trenches for pipes, sleeves and cable servitudes 	As Per Accepted Program
	31	<ul style="list-style-type: none"> Design Freeze of Integrated Civil works - Surface drainage and interface to Medupi station drains (clean and dirty) 	As Per Accepted Program
	32	<ul style="list-style-type: none"> Design Freeze of Integrated works - Safety Fencing 	As Per Accepted Program
	33	<ul style="list-style-type: none"> Design Freeze of Integrated works - Access control 	As Per Accepted Program
	34	<ul style="list-style-type: none"> Design Freeze of Integrated works – Landscaping 	As Per Accepted Program

	35	• Design Freeze of Integrated works – Power supply and Mini-substation	As Per Accepted Program
	36	• Design Freeze of Integrated works – H2/N2 Plant substation building	As Per Accepted Program
	37	• Design Freeze of Integrated works – Sheltered/Canopy structures	As Per Accepted Program
	38	• Design Freeze of Services works for P20E Contractor - Safety Shower	As Per Accepted Program
	39	• Design Freeze of Services works for P20D Contractor – Cable trenches from existing points to Hydrogen Bulk storage tanks	As Per Accepted Program
	40	• Design Freeze of Services works for P20D Contractor – Effluent and stormwater washed off into drains to connect to existing Medupi site drainage	As Per Accepted Program
	41	• Design Freeze of Services works for P20E Contractor – Cable trenches from existing points to Hydrogen Plant	As Per Accepted Program
	42	• Design Freeze of Services works for P20E Contractor – Effluent and stormwater washed off into drains to connect to existing Medupi site drainage	As Per Accepted Program
	43	• Design Freeze of Services works for P20E Contractor – CBMS System to integrate to plant CBMS.	As Per Accepted Program
	44	• Design Freeze of Utilities works for P20D Contractor – Earth mat connection points	As Per Accepted Program
	45	• Design Freeze of Utilities works for P20E Contractor – Earth mat connection points	As Per Accepted Program

	46	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – 400V supply and tie in point 	As Per Accepted Program
	47	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Small power and lights supply from DB to Container 	As Per Accepted Program
	48	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Potable water supply and tie in point from TP to Container 	As Per Accepted Program
	49	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Demin water supply and tie in point from TP to Container 	As Per Accepted Program
	50	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Instrument air supply and tie in point from TP to Container 	As Per Accepted Program
	51	<ul style="list-style-type: none"> Design Freeze of Fire detection and Protection for P20D Contractor 	As Per Accepted Program
	52	<ul style="list-style-type: none"> Design Freeze of Fire detection and Protection for P20E Contractor 	As Per Accepted Program
	53	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Mechanical 	As Per Accepted Program
	54	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Electrical 	As Per Accepted Program
	55	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Civil 	As Per Accepted Program
	56	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Control and Instrumentation 	As Per Accepted Program

	57	• Design Freeze of Nitrogen System Fire Detection and Protection	As Per Accepted Program
	58	• Design Freeze of Nitrogen System CBMS	As Per Accepted Program
	59	• Constructability Analysis report	As Per Accepted Program
	60	• Appointment of an AP / RP	As Per Accepted Program
	61	• Appointment of Mechanical Construction Subcontractor	As Per Accepted Program
	62	• Appointment of Electrical Construction Subcontractor	As Per Accepted Program
	63	• Appointment of Control and instrumentation Construction Subcontractor	As Per Accepted Program
	64	• Free Issue items Corrective work complete per Listed item	As Per Accepted Program
	65	• Free Issue Items Service and Preservation per Listed item	As Per Accepted Program
	66	• Handover of Civil works for P20D Contractor - Bulk Storage Tank Concrete works and support infrastructure	As Per Accepted Program
	67	• Handover of Civil works for P20D Contractor - Explosion / Blast proof Bund walls	As Per Accepted Program
	68	• Handover of Civil works for P20E Contractor – Hydrogen Container Reinforced concrete foundation Slab Concrete works and support infrastructure	As Per Accepted Program
	69	• Handover of Civil works for P20E Contractor – Hydrogen Container Steel Structure Canopy	As Per Accepted Program

	70	<ul style="list-style-type: none"> Handover of Civil works for P20EContractor – Hydrogen Bulk Tank Loading Steel Structure Canopy 	As Per Accepted Program
	71	<ul style="list-style-type: none"> Handover of Civil works for P20EContractor – Hydrogen Bulk Tank loading Concrete works and support Infrastructure 	As Per Accepted Program
	72	<ul style="list-style-type: none"> Handover of Civil works for P20EContractor - General concrete and steel supporting infrastructure for Hydrogen piping and cable racking from the Hydrogen Plant to the Unit 1-6 Turbine generating units 	As Per Accepted Program
	73	<ul style="list-style-type: none"> Handover of Integrated Civil works - Road access, loading bay and internal roads 	As Per Accepted Program
	74	<ul style="list-style-type: none"> Handover of Integrated Civil works - Road crossings, supportive structures, plinths, trenches for pipes, sleeves and cable servitudes 	As Per Accepted Program
	75	<ul style="list-style-type: none"> Handover of Integrated Civil works - Surface drainage and interface to Medupi station drains (clean and dirty) 	As Per Accepted Program
	76	<ul style="list-style-type: none"> Handover of Integrated works - Safety Fencing 	As Per Accepted Program
	77	<ul style="list-style-type: none"> Handover of Integrated works - Access control 	As Per Accepted Program
	78	<ul style="list-style-type: none"> Handover of Integrated works – Landscaping 	As Per Accepted Program
	79	<ul style="list-style-type: none"> Handover of Integrated works – Power supply and Mini-substation 	As Per Accepted Program
	80	<ul style="list-style-type: none"> Handover of Integrated works – H2/N2 Plant substation building 	As Per Accepted Program

	81	• Handover of Integrated works – Sheltered/Canopy structures	As Per Accepted Program
	82	• Handover of Services works for P20E Contractor - Safety Shower	As Per Accepted Program
	83	• Handover of Services works for P20D Contractor – Cable trenches from existing points to Hydrogen Bulk storage tanks	As Per Accepted Program
	84	• Handover e of Services works for P20D Contractor – Effluent and stormwater washed off into drains to connect to existing Medupi site drainage	As Per Accepted Program
	85	• Handover of Services works for P20E Contractor – Cable trenches from existing points to Hydrogen Plant	As Per Accepted Program
	86	• Handover of Services works for P20E Contractor – Effluent and stormwater washed off into drains to connect to existing Medupi site drainage	As Per Accepted Program
	87	• Handover of Services works for P20E Contractor – CBMS System to integrate to plant CBMS	As Per Accepted Program
	88	• Handover of Utilities works for P20D Contractor – Earth mat connection points	As Per Accepted Program
	89	• Handover of Utilities works for P20E Contractor – Earth mat connection points	As Per Accepted Program
	90	• Handover of Utilities works for P20E Contractor – 400V supply and tie in point	As Per Accepted Program
	91	• Handover of Utilities works for P20E Contractor – Small power and lights supply from DB to Container	As Per Accepted Program

	92	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – Potable water supply and tie in point from TP to Container 	As Per Accepted Program
	93	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – Demin water supply and tie in point from TP to Container 	As Per Accepted Program
	94	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – Instrument air supply and tie in point from TP to Container 	As Per Accepted Program
	95	<ul style="list-style-type: none"> Handover of Fire detection and Protection for P20D Contractor 	As Per Accepted Program
	96	<ul style="list-style-type: none"> Handover of Fire detection and Protection for P20E Contractor 	As Per Accepted Program
	97	<ul style="list-style-type: none"> Handover of Nitrogen System Mechanical 	As Per Accepted Program
	98	<ul style="list-style-type: none"> Handover of Nitrogen System Electrical 	As Per Accepted Program
	99	<ul style="list-style-type: none"> Handover of Nitrogen System Civil 	As Per Accepted Program
	100	<ul style="list-style-type: none"> Handover of Nitrogen System Control and Instrumentation 	As Per Accepted Program
	101	<ul style="list-style-type: none"> Handover of Nitrogen System Fire Detection and Protection 	As Per Accepted Program
	102	<ul style="list-style-type: none"> Handover of Nitrogen System CBMS 	As Per Accepted Program
	103	<ul style="list-style-type: none"> Handover of P20F Contractor Fire detection and Protection 	As Per Accepted Program
	104	<ul style="list-style-type: none"> Defect walkdown punch list with Supervisor Sign-off on all systems 	As Per Accepted Program
	105	<ul style="list-style-type: none"> Training of Nitrogen System Completed 	As Per Accepted Program

		106	• Hand over of Data books and documentation 100% all systems	As Per Accepted Program
		107	• Handover of the Complete Nitrogen System	As Per Accepted Program
		108	• Demobilisation and Contract close out completed	As Per Accepted Program

30.1	The <i>access dates</i> are:	Part of the Site	Date
		1	Hydrogen and Nitrogen designated zone
		2	Utility and Service Tie in Points (Live plant – GX operational areas)
		3	Water treatment Plant and Condensate reserve tanks Unit 1-6 (Live plant – GX operational areas)
			Contract date
			Medupi Power Station Permit to work Conditions
			Medupi Power Station Permit to work Conditions

31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	1 week of the Contract Date.
31.2	The <i>starting date</i> is	Contract Award Date – Forecast 06 March 2026
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	7(Seven) working days.

4 Testing and Defects

42.2	The <i>defects date</i> is	52 (Fifty-Two) weeks after Completion of the Section of the <i>works</i> as per the Accepted programme
43.2	The <i>defect correction period</i> is	<ol style="list-style-type: none"> 08 (eight) hours for emergencies or breakdowns and 4 (four) working days for normal defects After Completion of commissioning and during the defect period - Response to notification will be within 24 (twenty-four) hours for emergencies or breakdowns. Normal defects will be responded to within 7 (seven) working days.

5 Payment

50.1	The <i>assessment interval</i> is	Between the 25 th 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	60 days after accepted Payment Certificate is sent to : InvoicesgrpcapitalMHP <InvoicesgrpcapitalMHP@eskom.co.za>
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged 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 *mutatis mutandis* 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

60.1(13)	The place where weather is to be recorded is:	Medupi Power Station
	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)
		the number of days with rainfall more than 20 mm
		the number of days with minimum air temperature less than 0 degrees Celsius
		the number of days with snow lying at 09:00 hours South African Time
		and these measurements:
	The <i>weather measurements</i> are supplied by	The South African Weather Services
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Steenbokpan Lephalale, Medupi Power Station
	and which are available from:	the South African Weather Bureau
		- Lephalale (One-In-Ten-Year) – 1983-2022 Attachment
62.6	Employers Governance for Compensation Event quotation approval:	The Employers internal Governance for cost and time variation is aligned to the PFMA and State-Owned Enterprise legal compliance. To this end the Contractor agrees that in cases of Compensation Event approvals, the Employers internal governance approval process (that is confidential to the Employer's Procurement process) supersedes the NEC provisions for Contract 2 weeks response period for deemed acceptance, is waived. The

Project Manager is obliged to abide by internal Governance and keep the Contractor up to date on the status.

7	Title	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	80.1 These are additional Employer's risks	<p>1. Theft, vandalism and damage to works after takeover</p> <p>2. Damage to the works after takeover but before the Defects Certificate</p> <p>3. Performance on testing of the free issue 4 Hydrogen Bulk Storage Tanks.</p>
9	Termination	On Termination by either party, the <i>Employer</i> has rights to call on the bonds and guarantees available at the time, independent to the <i>Contractors</i> compliance and, or agreement on procedures on termination and in determining the final account.
10	Data for main Option clause	
A	Priced contract with activity schedule	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	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 London Institution of Civil Engineers. (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	
	- if the Parties cannot agree a choice or	

- | | | |
|--|---|---|
| | - if the arbitration procedure does not state who selects an arbitrator, is | the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body. |
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12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1(a)	The <i>base date</i> for indices is	[•].		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
	CPA formula.xls – Table to be updated by The Contractor and accepted by Medupi QS at the Contract date.			
		0. 85	Adjustable	
		0. 15	Non-Adjustable	
	Total	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.

X3 Multiple currencies

X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities	Other currency	Maximum payment in other currency
		[•]	[•]	[•]
		[•]	[•]	[•]
		[•]	[•]	[•]
		[•]	[•]	[•]
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)		
		<p>The items & activities will be paid in the other currency</p> <ul style="list-style-type: none"> - to a foreign Bank account nominated by the <i>Contractor</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date. <p>(select one of the three methods as agreed with successful tenderer and delete the others and this note)</p>		

X5 Sectional Completion

X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date
		1	<ul style="list-style-type: none"> Design Freeze of Civil works for P20D Contractor - Bulk Storage Tank Concrete works and support Infrastructure 	As Per Accepted Program
		2	<ul style="list-style-type: none"> Design Freeze of Civil works for P20D Contractor - Explosion / Blast proof Bund walls 	As Per Accepted Program
		3	<ul style="list-style-type: none"> Design Freeze of Civil works for P20E Contractor – Hydrogen Container Reinforced concrete foundation Slab Concrete works and support infrastructure 	As Per Accepted Program
		4	<ul style="list-style-type: none"> Design Freeze of Civil works for P20E Contractor – Hydrogen Container Steel Structure Canopy 	As Per Accepted Program
		5	<ul style="list-style-type: none"> Design Freeze of Civil works for P20E Contractor – Hydrogen Bulk Tank Loading Steel Structure Canopy 	As Per Accepted Program
		6	<ul style="list-style-type: none"> Design Freeze of Civil works for P20E Contractor – Hydrogen Bulk Tank loading Concrete works and support Infrastructure 	As Per Accepted Program
		7	<ul style="list-style-type: none"> Design Freeze of Civil works for P20E Contractor - General concrete and steel supporting infrastructure for Hydrogen piping and cable racking from the Hydrogen Plant to the Unit 1-6 Turbine generating units 	As Per Accepted Program

	8	<ul style="list-style-type: none"> Design Freeze of Integrated Civil works - Road access, loading bay and internal roads 	As Per Accepted Program
	9	<ul style="list-style-type: none"> Design Freeze of Integrated Civil works - Road crossings, supportive structures, plinths, trenches for pipes, sleeves and cable servitudes 	As Per Accepted Program
	10	<ul style="list-style-type: none"> Design Freeze of Integrated Civil works - Surface drainage and interface to Medupi station drains (clean and dirty) 	As Per Accepted Program
	11	<ul style="list-style-type: none"> Design Freeze of Integrated works - Safety Fencing 	As Per Accepted Program
	12	<ul style="list-style-type: none"> Design Freeze of Integrated works - Access control 	As Per Accepted Program
	13	<ul style="list-style-type: none"> Design Freeze of Integrated works – Landscaping 	As Per Accepted Program
	14	<ul style="list-style-type: none"> Design Freeze of Integrated works – Power supply and Mini-substation 	As Per Accepted Program
	15	<ul style="list-style-type: none"> Design Freeze of Integrated works – H2/N2 Plant substation building 	As Per Accepted Program
	16	<ul style="list-style-type: none"> Design Freeze of Integrated works – Sheltered/Canopy structures 	As Per Accepted Program
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	18	<ul style="list-style-type: none"> Design Freeze of Services works for P20D Contractor – Cable trenches from existing points to Hydrogen Bulk storage tanks 	As Per Accepted Program
	19	<ul style="list-style-type: none"> Design Freeze of Services works for P20D Contractor – Effluent and stormwater washed off into drains 	As Per Accepted Program

		to connect to existing Medupi site drainage	
	20	<ul style="list-style-type: none"> Design Freeze of Services works for P20E Contractor – Cable trenches from existing points to Hydrogen Plant 	As Per Accepted Program
	21	<ul style="list-style-type: none"> Design Freeze of Services works for P20E Contractor – Effluent and stormwater washed off into drains to connect to existing Medupi site drainage 	As Per Accepted Program
	22	<ul style="list-style-type: none"> Design Freeze of Services works for P20E Contractor – CBMS System to integrate to plant CBMS. 	As Per Accepted Program
	23	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20D Contractor – Earth mat connection points 	As Per Accepted Program
	24	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Earth mat connection points 	As Per Accepted Program
	25	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – 400V supply and tie in point 	As Per Accepted Program
	26	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Small power and lights supply from DB to Container 	As Per Accepted Program
	27	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Potable water supply and tie in point from TP to Container 	As Per Accepted Program
	28	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Demin water supply and tie in point from TP to Container 	As Per Accepted Program

	29	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Instrument air supply and tie in point from TP to Container 	As Per Accepted Program
	30	<ul style="list-style-type: none"> Design Freeze of Fire detection and Protection for P20D Contractor 	As Per Accepted Program
	31	<ul style="list-style-type: none"> Design Freeze of Fire detection and Protection for P20E Contractor 	As Per Accepted Program
	32	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Mechanical 	As Per Accepted Program
	33	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Electrical 	As Per Accepted Program
	34	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Civil 	As Per Accepted Program
	35	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Control and Instrumentation 	As Per Accepted Program
	36	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Fire Detection and Protection 	As Per Accepted Program
	37	<ul style="list-style-type: none"> Design Freeze of Nitrogen System CBMS 	As Per Accepted Program
	38	<ul style="list-style-type: none"> Free Issue items Corrective work complete per Listed item 	As Per Accepted Program
	39	<ul style="list-style-type: none"> Free Issue Items Service and Preservation per Listed item 	As Per Accepted Program
	40	<ul style="list-style-type: none"> Handover of Civil works for P20D Contractor - Bulk Storage Tank Concrete works and support infrastructure 	As Per Accepted Program
	41	<ul style="list-style-type: none"> Handover of Civil works for P20D Contractor - Explosion / Blast proof Bund walls 	As Per Accepted Program

	42	<ul style="list-style-type: none"> Handover of Civil works for P20EContractor – Hydrogen Container Reinforced concrete foundation Slab Concrete works and support infrastructure 	As Per Accepted Program
	43	<ul style="list-style-type: none"> Handover of Civil works for P20EContractor – Hydrogen Container Steel Structure Canopy 	As Per Accepted Program
	44	<ul style="list-style-type: none"> Handover of Civil works for P20EContractor – Hydrogen Bulk Tank Loading Steel Structure Canopy 	As Per Accepted Program
	45	<ul style="list-style-type: none"> Handover of Civil works for P20EContractor – Hydrogen Bulk Tank loading Concrete works and support Infrastructure 	As Per Accepted Program
	46	<ul style="list-style-type: none"> Handover of Civil works for P20EContractor - General concrete and steel supporting infrastructure for Hydrogen piping and cable racking from the Hydrogen Plant to the Unit 1-6 Turbine generating units 	As Per Accepted Program
	47	<ul style="list-style-type: none"> Handover of Integrated Civil works - Road access, loading bay and internal roads 	As Per Accepted Program
	48	<ul style="list-style-type: none"> Handover of Integrated Civil works - Road crossings, supportive structures, plinths, trenches for pipes, sleeves and cable servitudes 	As Per Accepted Program
	49	<ul style="list-style-type: none"> Handover of Integrated Civil works - Surface drainage and interface to Medupi station drains (clean and dirty) 	As Per Accepted Program
	50	<ul style="list-style-type: none"> Handover of Integrated works - Safety Fencing 	As Per Accepted Program
	51	<ul style="list-style-type: none"> Handover of Integrated works - Access control 	As Per Accepted Program

	52	• Handover of Integrated works – Landscaping	As Per Accepted Program
	53	• Handover of Integrated works – Power supply and Mini-substation	As Per Accepted Program
	54	• Handover of Integrated works – H2/N2 Plant substation building	As Per Accepted Program
	55	• Handover of Integrated works – Sheltered/Canopy structures	As Per Accepted Program
	56	• Handover of Services works for P20E Contractor - Safety Shower	As Per Accepted Program
	57	• Handover of Services works for P20D Contractor – Cable trenches from existing points to Hydrogen Bulk storage tanks	As Per Accepted Program
	58	• Handover e of Services works for P20D Contractor – Effluent and stormwater washed off into drains to connect to existing Medupi site drainage	As Per Accepted Program
	59	• Handover of Services works for P20E Contractor – Cable trenches from existing points to Hydrogen Plant	As Per Accepted Program
	60	• Handover of Services works for P20E Contractor – Effluent and stormwater washed off into drains to connect to existing Medupi site drainage	As Per Accepted Program
	61	• Handover of Services works for P20E Contractor – CBMS System to integrate to plant CBMS	As Per Accepted Program
	62	• Handover of Utilities works for P20D Contractor – Earth mat connection points	As Per Accepted Program
	63	• Handover of Utilities works for P20E Contractor – Earth mat connection points	As Per Accepted Program

	64	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – 400V supply and tie in point 	As Per Accepted Program
	65	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – Small power and lights supply from DB to Container 	As Per Accepted Program
	66	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – Potable water supply and tie in point from TP to Container 	As Per Accepted Program
	67	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – Demin water supply and tie in point from TP to Container 	As Per Accepted Program
	68	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – Instrument air supply and tie in point from TP to Container 	As Per Accepted Program
	69	<ul style="list-style-type: none"> Handover of Fire detection and Protection for P20D Contractor 	As Per Accepted Program
	70	<ul style="list-style-type: none"> Handover of Fire detection and Protection for P20E Contractor 	As Per Accepted Program
	71	<ul style="list-style-type: none"> Handover of Nitrogen System Mechanical 	As Per Accepted Program
	72	<ul style="list-style-type: none"> Handover of Nitrogen System Electrical 	As Per Accepted Program
	73	<ul style="list-style-type: none"> Handover of Nitrogen System Civil 	As Per Accepted Program
	74	<ul style="list-style-type: none"> Handover of Nitrogen System Control and Instrumentation 	As Per Accepted Program
	75	<ul style="list-style-type: none"> Handover of Nitrogen System Fire Detection and Protection 	As Per Accepted Program
	76	<ul style="list-style-type: none"> Handover of Nitrogen System CBMS 	As Per Accepted Program

		77	<ul style="list-style-type: none"> Handover of P20F Contractor Fire detection and Protection 	As Per Accepted Program
		78	<ul style="list-style-type: none"> Training of Nitrogen System Completed 	As Per Accepted Program
		79	<ul style="list-style-type: none"> Hand over of Data books and documentation 100% all systems 	As Per Accepted Program
		80	<ul style="list-style-type: none"> Handover of the Complete Nitrogen System 	As Per Accepted Program
X5 & X7	Sectional Completion and delay damages used together			
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	section	Description	Amount per day
		1	<ul style="list-style-type: none"> Design Freeze of Civil works for P20D Contractor - Bulk Storage Tank Concrete works and support Infrastructure 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
		2	<ul style="list-style-type: none"> Design Freeze of Civil works for P20D Contractor - Explosion / Blast proof Bund walls 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
		3	<ul style="list-style-type: none"> Design Freeze of Civil works for P20E Contractor – Hydrogen Container Reinforced concrete foundation Slab Concrete works and support infrastructure 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
		4	<ul style="list-style-type: none"> Design Freeze of Civil works for P20E Contractor – Hydrogen Container Steel Structure Canopy 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
		5	<ul style="list-style-type: none"> Design Freeze of Civil works for P20E Contractor – Hydrogen Bulk Tank 	4% per Month calculated pro rata from the

		Loading Steel Structure Canopy	month of delay up to a cap of 20% of the activity price
	6	<ul style="list-style-type: none"> Design Freeze of Civil works for P20E Contractor – Hydrogen Bulk Tank loading Concrete works and support Infrastructure 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	7	<ul style="list-style-type: none"> Design Freeze of Civil works for P20E Contractor - General concrete and steel supporting infrastructure for Hydrogen piping and cable racking from the Hydrogen Plant to the Unit 1-6 Turbine generating units 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	8	<ul style="list-style-type: none"> Design Freeze of Integrated Civil works - Road access, loading bay and internal roads 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	9	<ul style="list-style-type: none"> Design Freeze of Integrated Civil works - Road crossings, supportive structures, plinths, trenches for pipes, sleeves and cable servitudes 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	10	<ul style="list-style-type: none"> Design Freeze of Integrated Civil works - Surface drainage and interface to Medupi station drains (clean and dirty) 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	11	<ul style="list-style-type: none"> Design Freeze of Integrated works - Safety Fencing 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price

	12	<ul style="list-style-type: none"> Design Freeze of Integrated works - Access control 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	13	<ul style="list-style-type: none"> Design Freeze of Integrated works – Landscaping 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	14	<ul style="list-style-type: none"> Design Freeze of Integrated works – Power supply and Mini-substation 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	15	<ul style="list-style-type: none"> Design Freeze of Integrated works – H2/N2 Plant substation building 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	16	<ul style="list-style-type: none"> Design Freeze of Integrated works – Sheltered/Canopy structures 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	17	<ul style="list-style-type: none"> Design Freeze of Services works for P20E Contractor - Safety Shower 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	18	<ul style="list-style-type: none"> Design Freeze of Services works for P20D Contractor – Cable trenches from existing points to Hydrogen Bulk storage tanks 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of

			the activity price
	19	<ul style="list-style-type: none"> Design Freeze of Services works for P20D Contractor – Effluent and stormwater washed off into drains to connect to existing Medupi site drainage 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	20	<ul style="list-style-type: none"> Design Freeze of Services works for P20E Contractor – Cable trenches from existing points to Hydrogen Plant 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	21	<ul style="list-style-type: none"> Design Freeze of Services works for P20E Contractor – Effluent and stormwater washed off into drains to connect to existing Medupi site drainage 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	22	<ul style="list-style-type: none"> Design Freeze of Services works for P20E Contractor – CBMS System to integrate to plant CBMS. 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	23	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20D Contractor – Earth mat connection points 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	24	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Earth mat connection points 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	25	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – 400V supply and tie in point 	4% per Month calculated pro rata from the month of

			delay up to a cap of 20% of the activity price
	26	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Small power and lights supply from DB to Container 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	27	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Potable water supply and tie in point from TP to Container 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	28	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Demin water supply and tie in point from TP to Container 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	29	<ul style="list-style-type: none"> Design Freeze of Utilities works for P20E Contractor – Instrument air supply and tie in point from TP to Container 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	30	<ul style="list-style-type: none"> Design Freeze of Fire detection and Protection for P20D Contractor 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	31	<ul style="list-style-type: none"> Design Freeze of Fire detection and Protection for P20E Contractor 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	32	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Mechanical 	4% per Month calculated pro

			rata from the month of delay up to a cap of 20% of the activity price
	33	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Electrical 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	34	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Civil 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	35	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Control and Instrumentation 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	36	<ul style="list-style-type: none"> Design Freeze of Nitrogen System Fire Detection and Protection 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	37	<ul style="list-style-type: none"> Design Freeze of Nitrogen System CBMS 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	38	<ul style="list-style-type: none"> Free Issue items Corrective work complete per Listed item 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price

	39	<ul style="list-style-type: none"> Free Issue Items Service and Preservation per Listed item 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	40	<ul style="list-style-type: none"> Handover of Civil works for P20D Contractor - Bulk Storage Tank Concrete works and support infrastructure 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	41	<ul style="list-style-type: none"> Handover of Civil works for P20D Contractor - Explosion / Blast proof Bund walls 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	42	<ul style="list-style-type: none"> Handover of Civil works for P20E Contractor – Hydrogen Container Reinforced concrete foundation Slab Concrete works and support infrastructure 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	43	<ul style="list-style-type: none"> Handover of Civil works for P20E Contractor – Hydrogen Container Steel Structure Canopy 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	44	<ul style="list-style-type: none"> Handover of Civil works for P20E Contractor – Hydrogen Bulk Tank Loading Steel Structure Canopy 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	45	<ul style="list-style-type: none"> Handover of Civil works for P20E Contractor – Hydrogen Bulk Tank loading Concrete works and support Infrastructure 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of

			the activity price
	46	<ul style="list-style-type: none"> Handover of Civil works for P20E Contractor - General concrete and steel supporting infrastructure for Hydrogen piping and cable racking from the Hydrogen Plant to the Unit 1-6 Turbine generating units 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	47	<ul style="list-style-type: none"> Handover of Integrated Civil works - Road access, loading bay and internal roads 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	48	<ul style="list-style-type: none"> Handover of Integrated Civil works - Road crossings, supportive structures, plinths, trenches for pipes, sleeves and cable servitudes 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	49	<ul style="list-style-type: none"> Handover of Integrated Civil works - Surface drainage and interface to Medupi station drains (clean and dirty) 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	50	<ul style="list-style-type: none"> Handover of Integrated works - Safety Fencing 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	51	<ul style="list-style-type: none"> Handover of Integrated works - Access control 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	52	<ul style="list-style-type: none"> Handover of Integrated works – Landscaping 	4% per Month calculated pro rata from the month of

			delay up to a cap of 20% of the activity price
	53	<ul style="list-style-type: none"> Handover of Integrated works – Power supply and Mini-substation 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	54	<ul style="list-style-type: none"> Handover of Integrated works – H2/N2 Plant substation building 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	55	<ul style="list-style-type: none"> Handover of Integrated works – Sheltered/Canopy structures 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	56	<ul style="list-style-type: none"> Handover of Services works for P20E Contractor - Safety Shower 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	57	<ul style="list-style-type: none"> Handover of Services works for P20D Contractor – Cable trenches from existing points to Hydrogen Bulk storage tanks 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	58	<ul style="list-style-type: none"> Handover e of Services works for P20D Contractor – Effluent and stormwater washed off into drains to connect to existing Medupi site drainage 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	59	<ul style="list-style-type: none"> Handover of Services works for P20E Contractor – 	4% per Month calculated pro

		Cable trenches from existing points to Hydrogen Plant	rata from the month of delay up to a cap of 20% of the activity price
	60	<ul style="list-style-type: none"> Handover of Services works for P20E Contractor – Effluent and stormwater washed off into drains to connect to existing Medupi site drainage 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	61	<ul style="list-style-type: none"> Handover of Services works for P20E Contractor – CBMS System to integrate to plant CBMS 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	62	<ul style="list-style-type: none"> Handover of Utilities works for P20D Contractor – Earth mat connection points 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	63	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – Earth mat connection points 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	64	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – 400V supply and tie in point 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	65	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – Small power and lights supply from DB to Container 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price

	66	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – Potable water supply and tie in point from TP to Container 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	67	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – Demin water supply and tie in point from TP to Container 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	68	<ul style="list-style-type: none"> Handover of Utilities works for P20E Contractor – Instrument air supply and tie in point from TP to Container 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	69	<ul style="list-style-type: none"> Handover of Fire detection and Protection for P20D Contractor 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	70	<ul style="list-style-type: none"> Handover of Fire detection and Protection for P20E Contractor 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	71	<ul style="list-style-type: none"> Handover of Nitrogen System Mechanical 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	72	<ul style="list-style-type: none"> Handover of Nitrogen System Electrical 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of

			the activity price
	73	<ul style="list-style-type: none"> Handover of Nitrogen System Civil 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	74	<ul style="list-style-type: none"> Handover of Nitrogen System Control and Instrumentation 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	75	<ul style="list-style-type: none"> Handover of Nitrogen System Fire Detection and Protection 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	76	<ul style="list-style-type: none"> Handover of Nitrogen System CBMS 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	77	<ul style="list-style-type: none"> Handover of P20F Contractor Fire detection and Protection 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	78	<ul style="list-style-type: none"> Training of Nitrogen System Completed 	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	79	<ul style="list-style-type: none"> Hand over of Data books and documentation 100% all systems 	4% per Month calculated pro rata from the month of

			delay up to a cap of 20% of the activity price
	80	<ul style="list-style-type: none">Handover of the Complete Nitrogen System	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	Remainder of the <i>works</i>	Activity schedule items reflected on the Program	4% per Month calculated pro rata from the month of delay up to a cap of 20% of the activity price
	The total delay damages payable by the <i>Contractor</i> does not exceed: 20% of the Contract Price		
X7	Delay damages (but not if Option X5 is also used)		
X13	Performance bond		
X13.1	The amount of the performance bond is	10% of the total contract price at Contract Date non-reducing until the defect certificate is issued.	
X16	Retention (not used with Option F)		
X16.1	The <i>retention free amount</i> is	R0.00	
	The <i>retention percentage</i> is	0 % of the total of the Prices	
	The <i>retention</i> Bond	<i>Retention</i> Bond of 5% of Contract Price up to Contract completion date and a second Bond of 2.5% of Contract Price from Contract Completion date to issuing of Defects certificate.	
Z	The <i>Additional conditions of contract</i> are		
	Z1 to Z15 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 *Project 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 *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 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 *Project 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 *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project 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 *Project Manager*, the *Supervisor*, 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 *works*. 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 Site;
- 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 *works*; and
- undertakes, in and about the execution of the *works*, 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 *works*, 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 *Project 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 Works 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 from the last sentence in core clause 61.3, “unless the *Project Manager* should have notified the event to the *Contractor* but did not”.

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 83.1 is provided for in 60.1(14) and the *Employer’s* liability under the indemnity is limited.

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 *Addition to secondary Option X7 Delay damages (if applicable in this contract)*

- Z11.1 If the amount due for the *Contractor’s* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Contractor’s* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Z12 *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 <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,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractor or the Subcontractor’s employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 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.
- Z12.3 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.
- Z12.4 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.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

- 84.1 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.
- 84.2 The *Contractor* provides the insurances stated in the Insurance Table A.
- 84.3 The insurances provide cover for events which are at the *Contractor's* risk 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 to the works, Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u>Employer's property</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance <u>Other property</u>

	The replacement cost
	<u>Bodily injury to or death of a person</u>
	The amount required by 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 13.2**Replace core clause 87 with the following:**

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 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

Z14 Nuclear Liability

- Z14.1 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.
- Z14.2 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*.
- Z14.3 Subject to clause Z14.4 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*.

Z14.4 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.

Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 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.

Z15.1 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.

Z15.2 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 Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z15.3 The *Employer* manages asbestos and ACM according to the Standard.

Z15.4 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.

Z15.5 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.

Z15.6 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.

Z15.7 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.