



NEC3 Term Service Contract (TSC3)

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

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

for **Provision of refurbishment and supply of turbine
centreline Hydraulic pump at Medupi Power Station
for a period of 60 months (5YEARS)**

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CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

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

C1.1 Form of Offer & Acceptance

Offer

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

Provision of refurbishment and supply of turbine centreline Hydraulic pump at Medupi Power Station for a period of 60 months (5YEARS)

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 | Rate base |
| | Sub total | Rate base |
| | Value Added Tax @ 15% is | Rate base |
| | The offered total of the amount due inclusive of VAT is ¹ | |
| | (in words) | |

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

for the Employer

(Insert name and address of organisation)

Name & signature of witness _____

Date _____

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

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

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 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*

| 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 | A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X17: Low service damages X18: Limitation of liability X19: Task Order |
| | of the NEC3 Term Service Contract April 2013 ² (TSC3) | Z: Additional conditions of contract |
| 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 |
| | Tel No. | [•] |
| | Fax No. | [•] |
| 10.1 | The <i>Service Manager</i> is (name): | Lebo Pebane |
| | Address | Medupi Power Station, Steenbokpan Road |
| | Tel | |
| | Fax | N/A |
| | e-mail | MedupiGxTenders@eskom.co.za |
| 11.2(2) | The Affected Property is | Medupi Power Station |
| 11.2(13) | The <i>service</i> is | Provision of refurbishment and supply of |

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

turbine centreline Hydraulic pump at Medupi Power Station for a period of 60 months (5YEARS)

| | | |
|----------|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(14) | The following matters will be included in the Risk Register | All risks will be identified prior and addressed and registered during the risk register meeting that will take place as agreed between the parties |
| 11.2(15) | The Service Information is in | Part 3: Scope of Work and all documents and drawings to which it makes reference. |
| 12.2 | The <i>law of the contract</i> is the law of | the Republic of South Africa |
| 13.1 | The <i>language of this contract</i> is | English |
| 13.3 | The <i>period for reply</i> is | Two (2) weeks |
| 2 | The Contractor's main responsibilities | 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 |
| 21.1 | The <i>Contractor</i> submits a first plan for acceptance within | 1 week/s of the Contract Date |
| 3 | Time | |
| 30.1 | The <i>starting date</i> is. | TBC |
| 30.1 | The <i>service period</i> is | 60 Months (5 Years) |
| 4 | Testing and defects | As per NEC TSC 3 clause 40 |
| 5 | Payment | |
| 50.1 | The <i>assessment interval</i> is | between the 25 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 | 4 weeks. |
| 51.4 | The <i>interest rate</i> is | the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates |

Service) on the due date for the payment in question, adjusted *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 | As per NEC TSC 3 clause 60 |
| 7 | Use of Equipment Plant and Materials | As per NEC TSC 3 clause 70 |
| 8 | Risks and insurance | |
| 80.1 | These are additional <i>Employer's</i> risks | 1. [•] 2. [•] 3. [•] |
| 9 | Termination | As per NEC TSC 3 clause 90 |
| 10 | Data for main Option clause | |
| A | Priced contract with price list | |
| 20.5 | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than | 4 weeks. |
| 11 | Data for Option W1 | |
| W1.1 | The <i>Adjudicator</i> | the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA). |
| | Address | [•] |
| | Tel No. | [•] |
| | Fax No. | [•] |
| | e-mail | [•] |
| W1.2(3) | The <i>Adjudicator nominating body</i> is: | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body. |
| W1.4(2) | The <i>tribunal</i> is: | arbitration |
| W1.4(5) | The <i>arbitration procedure</i> is | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. |

| | | |
|--|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| | The place where arbitration is to be held is | 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 | |

12 Data for secondary Option clauses

| X1 | Price adjustment for inflation | Suggested CPA | | | | | | | | | | | | | | | | | | |
|------------|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------|-------------------|------|----------|------------------------|------|------------|--------------------|------|-------------|-------------------|--------|----------------|--|------|--|--|
| X1.1 | The <i>base date</i> for indices is | Rates are fixed and firm for first 12 months after first order placement date. There after CPA escalation will apply. Base date will be the month before the month which the enquiry closes. | | | | | | | | | | | | | | | | | | |
| | The proportions used to calculate the Price Adjustment Factor are: | <table border="1"> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> <tr> <td>0,15</td> <td>[Labour]</td> <td>[SEIFSA TABLE C3 AHPE]</td> </tr> <tr> <td>0,50</td> <td>[Material]</td> <td>[SEIFSA TABLE G 1]</td> </tr> <tr> <td>0.20</td> <td>[Transport]</td> <td>SEIFSA Table L2 a</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 | 0,15 | [Labour] | [SEIFSA TABLE C3 AHPE] | 0,50 | [Material] | [SEIFSA TABLE G 1] | 0.20 | [Transport] | SEIFSA Table L2 a | [0,15] | non-adjustable | | 1.00 | | |
| proportion | linked to index for | Index prepared by | | | | | | | | | | | | | | | | | | |
| 0,15 | [Labour] | [SEIFSA TABLE C3 AHPE] | | | | | | | | | | | | | | | | | | |
| 0,50 | [Material] | [SEIFSA TABLE G 1] | | | | | | | | | | | | | | | | | | |
| 0.20 | [Transport] | SEIFSA Table L2 a | | | | | | | | | | | | | | | | | | |
| [0,15] | non-adjustable | | | | | | | | | | | | | | | | | | | |
| 1.00 | | | | | | | | | | | | | | | | | | | | |
| X2 | Changes in the law | There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data. | | | | | | | | | | | | | | | | | | |
| X17 | Low service damages | | | | | | | | | | | | | | | | | | | |
| X17.1 | The <i>service level table</i> is in | | | | | | | | | | | | | | | | | | | |

| No | Item | Employers Requirements/ Descriptions | Damages payable by contractor |
|-----------|------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------|
| 1 | SDL&I Compliance | Contractor is expected to comply to SD&LI requirements as per contract. | 2,5 % retention of monthly fixed rate per month not complying. |
| 2 | Poor workmanship | Through an investigation and findings that proof poor workman ship. | Contractor to carry corrective cost |
| 3 | Response time to urgent breakdowns | Beyond 1 hour of being notified of urgent breakdowns during office hours | 1% of monthly fixed cost per incident/ call-out. |

| | | |
|------------|-----------------------------------------------------------------------------------------------------------|-------------------------|
| X18 | Limitation of liability | |
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to | R0.0 (zero Rand) |

| | | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to | the amount of the deductibles relevant to the event |
| X18.3 | The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to | The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance) plus the applicable deductibles |
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right. |
| X18.5 | The <i>end of liability date</i> is | 12 months after the end of the <i>service period</i>. |
| X19 | Task Order | |
| X19.5 | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within | 7 days of receiving the Task Order |
| Z | The <i>additional conditions of contract</i> are | Z1 to Z14 always apply. |

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service*

Manager within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager* or the *Adjudicator* does not constitute a waiver of rights, and does

not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

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

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core

clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

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

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

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

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

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

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

Obstructive 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.

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

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

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

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

Z12 Insurance

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

Insurance cover 83

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

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

INSURANCE TABLE A

| Insurance against | Minimum amount of cover or minimum limit of indemnity |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Loss of or damage caused by the <i>Contractor</i> to the <i>Employer's</i> property | The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance. |
| Loss of or damage to Plant and Materials | The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance. |
| Loss of or damage to Equipment | The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at Contract Date, where covered by the <i>Employer's</i> insurance. |
| The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service | <u>Loss of or damage to property</u> The replacement cost <u>Bodily injury to or death of a person</u> 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 86
by the
Employer

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

Z14 Asbestos

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

| | |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AAIA | means approved asbestos inspection authority. |
| ACM | means asbestos containing materials. |
| AL | means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL. |
| Ambient Air | means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet. |
| Compliance Monitoring | means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles. |
| OEL | means occupational exposure limit. |
| Parallel Measurements | means measurements performed in parallel, yet separately, to existing measurements to verify validity of results. |
| Safe Levels | means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles. |
| Standard | means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles. |
| SANAS | means the South African National Accreditation System. |
| TWA | means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA. |

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air

monitoring conducted in order to declare the area safe.

- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

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

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

| Clause | Statement | Data |
|---------|-------------------------------------------------------------------------------|------|
| 10.1 | The <i>Contractor</i> is (Name): Address Tel No. Fax No. | |
| 11.2(8) | The <i>direct fee percentage</i> is | % |

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

The *subcontracted fee percentage* is %

11.2(14) The following matters will be included in the Risk Register

11.2(15) The Service Information for the Contractor's 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 _____.

| | |
|----------|----------------------------------------------------|
| A | Priced contract with price list |
| 11.2(12) | The <i>price list</i> is in _____ |
| 11.2(19) | The tendered total of the Prices is R _____ |
| C | Target contract with price list |
| 11.2(12) | The <i>price list</i> is in _____ |
| 11.2(20) | The tendered total of the Prices is R _____ |
| E | Cost reimbursable contract |
| 11.2(12) | The <i>price list</i> is in _____ |

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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*

1. Supply of Turbine Centreline Hydraulic Pumps

| Item No. | Mat No | Description | Unit | Qty over 5 years | Rate |
|----------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------|------|
| 1 | 645239 | PUMP, ROTARY: TYPE: HYDRAULIC, SCREW; PORT SIZE: DN80; CAPACITY: 92 DM3/S; SPEED: 2900 RPM; RATING: 40 BAR; SPECIFICATION: L3MF60/120; | Each | 6 | |

2. Refurbishment of Turbine Centreline Hydraulic Pumps

| Item No. | Mat No | Description | Unit | Qty over 5 years | Rate |
|----------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------|------|
| 1 | 645239 | PUMP, ROTARY: TYPE: HYDRAULIC, SCREW; PORT SIZE: DN80; CAPACITY: 92 DM3/S; SPEED: 2900 RPM; RATING: 40 BAR; SPECIFICATION: L3MF60/120; | Each | 6 | |

- Note:** 1. Quantities are provisional
2. Contract period is 60 Months (5 years)

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER’S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The service involves the supply of new hydraulic pumps and the refurbishment of existing L3MF-060 rotary screw hydraulic pumps used for the HP and IP turbine control and stop valves at Medupi Power Station, located in Limpopo, South Africa.

The hydraulic system operates in a 2 x 100% configuration (one pump in service, one on standby) and plays a critical role in turbine safety and control. This long-term contract ensures reliable operation through:

- Supply of new pumps according to OEM specifications.
- Full refurbishment of existing pumps, including disassembly, inspection, repair, testing, and documentation.
- Engineering services to ensure compatibility, design improvements, and technical verification.
- Quality assurance, NDT, and certification in line with Eskom and internal standards.

The Contractor must have multidisciplinary capabilities in mechanical engineering, non-destructive testing (NDT), quality assurance (QA/QC) logistics, and document control. The majority of the work, particularly refurbishment, engineering assessment, and testing, will take place off-site at the Contractor's workshop, with delivery and collection occurring at Medupi Power Station.

1.2 Employer's requirements for the service

The Employer requires the Contractor to:

- Supply new OEM-equivalent L3MF-60 rotary screw hydraulic pumps, with associated technical documentation, quality certificates, and preservation standards.
- Refurbish existing pumps, including:
 - Collection from Medupi Power Station
 - Complete disassembly and inspection
 - Repair and replacement of components (spindles, bearings, seals, etc) using OEM parts,
 - Reassembly and pressure testing
 - Vibration testing per ISO 20816-1:2016
 - Delivery back to site after acceptance

The Contractor shall submit and obtain approval for:

- Quality Control Plans (QCPs) and Inspection and Test Plans (ITPs) before starting any work
- Engineering assessments, and manufacturing schedules,
- A complete data pack post-refurbishment containing inspection reports, certificates, drawings, NCR close-out reports, and personnel qualifications.

The Contractor is also responsible for compliance with:

- Eskom's Supplier Quality Management Specification (240-105658000),
- Eskom's NDT Standard (240-83540088),
- All relevant safety, quality, and environmental regulations.

A Spare Contract Bill of Materials (BOM) listing the expected components and quantities for the 5-year contract is provided in the Scope of Work Annexure (241- 20221135 Medupi Power Station Scope of Work for Supply and Refurbishment of Turbine Hydraulic Pumps).

1.3 Interpretation and terminology

Interpretations:

- Supplier refers to the Contractor appointed to perform the services.
- Employer refers to Eskom Holding SOC Ltd – Medupi Power Station.
- Pump refers specifically to the rotary screw hydraulic pumps installed in the turbine hydraulic system.

The following abbreviations are used in this Service Information:

| Abbreviation | Meaning given to the abbreviation |
|---------------------|------------------------------------------|
| BOM | Bill of Materials |
| EoMR | End of Manufacturing Report |
| FAT | Factory Acceptance Testing |
| ITP | Inspection and Test Plan |
| NCR | Non-Conformance Report |
| NDT | Non-Destructive Testing |
| OEM | Original Equipment Manufacturer |
| PMA | Particular Material Appraisal |
| QCP | Quality Control Plan |
| SAT | Site Acceptance Testing |
| URS | User Requirement Specification |

2 Management strategy and start up.

2.1 The Contractor’s plan for the service

The Contract is required to develop and submit a detailed plan that outlines how the service will be executed in accordance with clause 21.2 of the TSC3 conditions of contract. The plan must cover the following aspects throughout the 5-year contract period:

- a) Execution Strategy:
 - The Contract shall provide a schedule for both the supply of new pumps and the refurbishment of existing pumps, clearly identifying:
 - Collection dates from Medupi Power Station
 - Workshop refurbishment phases (disassembly, inspection, repairs, reassembly, and testing)
 - Delivery of refurbished pumps back to site
 - Procurement and delivery schedule for new pumps
- b) Refurbishment Sequence and Dependencies:
 - No work may commence until the Contractor’s Quality Control Plan (QCP) and Inspection and Test Plan (ITP) are accepted by the Employer.
 - Refurbishment shall follow a serial batch approach, with minimal turnaround times to ensure system availability.
 - Any subcontracted work (e.g., NDT) must be done by Employer-approved service providers and planned accordingly.
- c) Technical and Engineering Submissions:
 - The Contractor shall submit:
 - Engineering assessments of components
 - Revised or updated manufacturing drawings if modifications are proposed
 - Material traceability summaries and PMAs (where applicable)
 - Welding procedures if required
- d) Documentation and Compliance:
 - Submission shall meet Eskom standards, including:
 - Material certificates (EN 10204 3.1 or 3.2 as applicable)
 - NDT results and NCR close-outs
 - Final data books and End of Manufacturing Reports (EoMR)
- e) Reporting and Scheduling Requirements:
 - The Contract shall provide:
 - Monthly progress reports with key milestones
 - Updated delivery schedules
 - Notification of planned inspections at least 4 weeks in advance for off-site inspections
 - Test results and compliance documentation post-refurbishment or delivery

2.2 Management meetings

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

| Title and purpose | Approximate time & interval | Location | Attendance by: |
|----------------------------------------|-----------------------------|----------|-----------------------------|
| Risk register and compensation events | As and when required | | <i>Employer, Contractor</i> |
| Overall contract progress and feedback | As and when required | | <i>Employer, Contractor</i> |
| Kick-off | Once off | | <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 Contractor shall provide and maintain a competent management and supervision team for the duration of the contract. The team shall be adequately staffed to ensure that all activities (including the supply, refurbishment, quality control, documentation, and delivery) are executed efficiently, safely, and in compliance with the Employer's requirements.

Minimum Requirements:

1. Dedicated Project Manager:
 - Responsible for overall contract delivery, communication with the Employer, and decision-making.
 - Acts as the Contractor's primary point of contact.
2. Quality Assurance / Quality Control (QA/QC) Representative:
 - Oversees compliance with Eskom's Supplier Quality Management Specification (240-105658000).
 - Ensures proper implementation of QCPs, ITPLs, and documentation of NCRs.
3. Lead Mechanical Engineer / Technical Manager:
 - Responsible for the engineering execution, technical compliance, and coordination with OEM requirements.
 - Provides technical support for refurbishment processes and new pump specifications.
4. Workshop Supervisor:
 - Manages on-site execution of refurbishment, disassembly, testing, and packaging operations.
 - Ensures safe handling, preservation, and transportation of equipment.
5. Document Controller:
 - Manages the collation, control, and submission of all documentation including data packs, test certificates, and drawings.
6. Health, Safety, and Environmental (HSE) Officer:
 - Ensures all refurbishment and transport activities comply with applicable health and safety laws and Eskom's safety standards.

Additional Requirements:

The Contractor shall submit an organogram within 7 days of contract award, detailing:

- All key personnel
- Reporting lines
- Communication responsibilities
- Contact details and backup personnel

The Employer reserves the right to review, reject, or request replacement of any key personnel deemed unfit or unable to fulfil contractual duties.

Any changes to key personnel during the contract shall be communicated in writing and subject to the Employer's approval.

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

Document management control will be handled as per *The Employer's* document and records management procedure 32-1216 which is obtainable from *The Employer's* Representative, All communication will be in writing. All NEC standard forms shall be used, e.g Task Order, Early warnings, Defect notifications and Assessments.

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

_____ and include on each invoice the following information:

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

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

2.7 Contract change management

- a) *The Service Manager* issues a Task order to *The Contractor* to authorise the execution of the work.
- b) In the event where it is identified that there is additional work to be done outside the scope of work on the Task order, *the Contractor* will give *The Service Manager* an early warning with a written quotation.
- c) If agreed, the *Service Manager* issues a revised Task Order or additional Task Order.
- d) *The Contractor* starts the work on the starting date of the Task Order.
- e) In case of compensation event either party will notify the other. And NEC3 TSC clause 60 has to be followed.
- f) Refers to Z-Claus 8.1

2.8 Records of Defined Cost to be kept by the Contractor

In order to substantiate the define Cost of compensation events, *the Employer* may require *the Contractor* to keep records of amounts paid by him for people employed by *the Contractor*, Plant and Materials, work subcontracted by *the Contractor* and Equipment. *The Contractor* will complete the site daily log and this will be submitted to *the Employers* Representatives for signature before 12am of the following day barring weekends. The Friday and weekend logs will be submitted before 12am Mondays. The log will include but not be limited to the following:

- a) Date and day.
- b) Site Conditions.

- c) Work Done.
- d) Labour on site.
- e) Any incidents during that period.
- f) Any communication that took place.

2.9 Insurance provided by the *Employer*

Reference to TSC3 Core Clause 86.1

2.10 Training workshops and technology transfer

The Contractor shall provide training and technology transfer to support operational readiness and knowledge retention for the Employer's maintenance and engineering teams.

Training Workshops:

- A minimum of one (1) hands-on on-site training workshop shall be conducted annually during the contract period, aligned with the delivery, or return of refurbished pumps.
- Training shall cover:
 - Hydraulic pump function and system integration
 - Disassembly and reassembly procedures
 - Inspection criteria and common failure modes
 - Interpretation of test results (e.g., pressure and vibration tests)
 - Preservation and handling requirements for long-term storage
- The Contractor shall provide training materials, including presentations, manuals, checklists, and handouts for reference.

Technology Transfer:

- The Contractor shall include a comprehensive Operation and Maintenance (O&M) manual update, incorporating learnings from the refurbishment process and any design enhancements.
- Recommendations for lifecycle improvements and historical defect trends shall be included in the final data pack.
- Where new equipment or technology is introduced, the Contractor shall supply training to ensure Employer understanding and operational capacity.

2.11 Design and supply of Equipment

The Contractor is responsible for the design, manufacture, supply, and validation of any specialised tools or equipment required for the safe handling, disassembly, testing, or reassembly of the rotary screw hydraulic pumps.

- Design documents, including lifting plans, jigs, fixtures, and transport cradles, must be submitted for information purposes to the Service Manager. While no formal acceptance is required, the Employer reserves the right to raise concerns and request justification or modification.
- All equipment used in the refurbishment or testing processes must comply with relevant safety standards and Eskom technical specifications.
- The Contractor retains full liability for the design, safe use, and integrity of all tools and equipment supplied or used under this contract.
- The Employer reserves the right to witness and/or place hold points at key stages of equipment manufacturing, assembly, or final testing.

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

2.12.1 Equipment

None.

The Contractor shall retain responsibility for all tools and handling equipment used during the service period. No transfer of ownership or continued use by the Employer is anticipated or required.

2.12.2 Information and other things

At the end of service period, the Contractor shall provide the following to the Employer:

- Finalised O&M manuals including updates and design enhancements
- A full set of data books for all supplied and refurbished pumps, including:
 - Test reports
 - Material certificates
 - NCRs and corrective actions
 - Engineering drawings and as-built documentation
- Summary of training conducted and technology transfer documentation
- Status report on remaining spare inventory, with recommendations for future use or procurement

2.13 Management of work done by Task Order

A Task Order will be issued for tasks at hand as per descriptions from *the Employer's* Representative who will be managing this Contract on behalf of *the Employer*.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

3.1.1. Health and safety risk management

Eskom Medupi Power Station's responsibility and commitment is to ensure a safe working environment is in line with its Safety, Health, Environmental and Quality Policy, along with legislative obligations. The SHE Specification will be issued through Tender Bulletin, and it is compulsory for the appointed contractor to comply with the requirements of the SHE Specification

The Contractor will be required to comply with the following legal and other requirements throughout the duration of the contract:

- Occupational Health and Safety Act 85 of 1993
- Contract and Contractor OHS Management (32-726)
- Eskom Life Saving Rules
- Eskom OHS Specification
- Eskom SHEQ Induction
- COIDA Act
- Eskom Incident Management Procedure (32-95)
- Monthly Safety File Evaluation Checklist

3.1.2. Occupational Hygiene Programme

Occupational Hygiene Programme (OHP) are programme devoted to the recognition, evaluation and control of those environmental factors, arising in or from the workplace that may cause illness, injury, or discomfort.

The main objective of the OHP is to help reduce the risk of hazardous exposures, ensure regulatory compliance and to improve working conditions. Appropriate occupational hygiene practices needs to be applied to the various departmental areas in accordance with the Occupational Health & Safety Act in order to fulfil this requirement.

The Occupational Hygiene Programme clearly defines and stipulates the responsibilities of all workplace parties involved in its development, administration and implementation of the program. Occupational Hygiene Programme within the workplace should be an integral part of the Overall appointed contractor strategy for a healthy workplace. Occupational Health and safety Legislation and other workplace policies or programs can provide a basis for a healthier Workplace.

The contractor must conduct the following Occupational Hygiene Survey during the first year of the duration of the contract:

- Illumination Survey
- Noise Survey
- Indoor Air Quality Survey
- Ergonomic Surveys
- Silica or Dust Survey

3.2 Environmental constraints and management

The Contract shall conduct all activities in a manner that ensures minimal environmental impact and complies with Eskom's environmental management standards.

The Contractor shall adhere to the environmental constraints outlines in the Medupi Power Station Environmental Requirements for Contractors and Suppliers, document 240-90508511.

Key environmental constraints include, but not are not limited to:

- Waste management: All waste materials generated during the refurbishment or packaging process must be handled, stored, and disposed of in accordance with Eskom and legal requirements. Hazardous waste (e.g., oil-contaminated materials) must be disposed of at a licensed facility.
- Oil handling and spill prevention: Proper procedures must be followed to prevent leaks or spills of lubricating oil during disassembly, testing, or transport. Spill kits must be available, and spill incidents must be reported immediately.
- Noise and emissions: The Contractor shall ensure that workshop operations (e.g., pressure testing, machining) comply with applicable noise and emission regulations.
- Transport and packaging: All components delivered to or from Medupi must be adequately sealed and protected to prevent environmental contamination or deterioration.

Environmental Management Plan (EMP):

- The Contractor shall develop and submit a site-specific EMP that includes:
 - Risk assessment of activities
 - Control measures
 - Emergency response plans
 - Compliance monitoring mechanisms
- The EMP must be submitted for Employer acceptance at least 1 week prior to any on-site activities.

Failure to comply with the above may result in penalties or suspension of work.

The *Contractor* shall comply with the environmental criteria and constraints stated in **Medupi Power Station Environmental Requirements for Contractors and Suppliers 240-90508511_**

3.3 Quality assurance requirements

The Contractor shall implement and maintain a Quality Management System that meets or exceeds the requirements of ISO 9001:2015.

All quality assurance activities shall comply with the Eskom Supplier Quality Management Specification (240-105658000) and include the following minimum requirements:

Quality Plan and Work Procedures:

- Submission of a Quality Control Plan (QCP) and/or Inspection and Test Plan (ITP) for each major activity (supply, refurbishment, testing).
- The QCP/ITP must:
 - Identify hold points and witness points, including:
 - Initial acceptance of QCP
 - Final inspection and pressure testing
 - Review of NDT reports
 - Material certificate conformity checks
 - PMA and NCR reviews (if applicable)
 - Final data book submission
 - Be submitted to the Employer for acceptance at least 1 week before work starts.

Document Control and Submission:

- The Contractor shall maintain a traceable record of all QA documentation including:
 - Material certificates
 - NDT results
 - NCRs and corrective actions
 - Conformance certificates
 - Signed checklists and inspection records
- All quality documentation shall be compiled into a final data book for each pump or batch of pumps delivered/refurbished and submitted to the Employer for review and record-keeping.

Work Outside Affected Property:

- For off-site activities (e.g., at the Contractor's workshop), the Contractor must notify the Employer at least four (4) weeks in advance of any required inspections or witness points.
- Random audits may be conducted by the Employer or its appointed representative to verify quality and conformance.

Failure to comply with the quality requirements may result in rejection of the goods or services and withholding of payment until corrective actions are completed.

4 Procurement

Local Procurement Content

“Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component. Tenderers are required to submit their proposals in the table below.

| Local Procurement Content | Eskom target | Tenderer Proposal |
|---------------------------|--------------|-------------------|
| | 100% | |

Jobs. Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

| Type of Jobs to be created | Number of Jobs to be created |
|-----------------------------|-------------------------------|
| | |
| Type of Jobs to be retained | Number of Jobs to be retained |
| | |

4.1 People

4.1.1 Minimum requirements of people employed

Before starting work on a Task *the Contractor* shall provide to *the Service Manager* for their acceptance outline details of persons to be employed for work in the Task, to the extent *that the Service Manager* has requested in the Task Order.

The Contractor shall not commence work in a Target Order until such a person to be employed have been accepted by *the Service Manager*. *The Service Manager* may not accept persons who are in their opinion not adequately qualified or experienced to undertake the work in the task.

The Contractor shall provide for *the Service Manager’s* acceptance similar details for new or replacement persons employed after work in the Task Order has commenced.

Notwithstanding this requirement, *the Service Manager* or SSM may at any time instruct *the Contractor* to provide the full Curriculum Vitae of a person to be employed if they consider the outline details to be insufficient.

For the purpose of this contract, persons employed for work in the Task Order shall include any person, whether under contract of employment to *the Contractor*, Subcontractor or others.

Skills development

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom’s core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa

| Skill type / Occupation | Eskom target | Proposed Number of Candidates |
|-------------------------|--------------|-------------------------------|
| | | |
| | | |

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

4.1.2 BBEE and preferencing scheme

The Contractor shall ensure that it maintains the B-BBEE's level of contribution with which it was awarded a contract. Should the Contractor for any reason, including a change in legislation, lose its status then it will be given 184 days to comply.

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

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

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

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Only sub- Contractors authorized by the Employer will carry out work on the equipment in terms of this contract.

- a) Preferred subcontractors
- b) If the Contractor subcontracts work, he is responsible for providing the Service as per the contract.
- c) This implies that the Subcontractor's employees and equipment is the Contractor's.
- d) Limitations on subcontracting
 - i. The Contractor submits in writing the name of each propose Subcontractors with certificates and registration documentation to the Employers Representative for acceptance/ rejection.
 - ii. The Contractor does not appoint a proposed Subcontractor until the Employers Representative has accepted him.
- e) Possession, Control of Equipment
- f) The contractor will not assume possession or control of any part of the equipment all of which shall remain exclusively the property of the Employer.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

As per SDL&I strategy

4.2.3 Limitations on subcontracting

As per SDL&I strategy

4.2.4 Attendance on subcontractors

As per SDL&I strategy

4.3 Plant and Materials

4.3.1 Specifications

All Plant and Materials supplied under this contract must meet the following criteria:

- Be fit for purpose, compliant with OEM specifications, and suitable for integration with Medupi Power Station's existing hydraulic systems.
- Conform to Eskom's technical and procurement standards, including:
 - SABS ISO 9000 for quality assurance
 - ISO 20816-1:2016 for vibration levels
 - Eskom Drawing Standard 240-86973501
 - Eskom Corrosion Protection Standard 240-1063656933
 - Turbine Centreline Material Procurement Standard 240-95144948
- The Contractor shall ensure all materials are certified in accordance with EN 10204 Type 3.1 or 3.2, with traceability to heat numbers.

4.3.2 Correction of defects

- Any Plant or Materials found to be defective before or after delivery shall be:
 - Replaced with new OEM-compliant items, or
 - Repaired only if repair restores full compliance with specifications and is approved by the Employer.
- No unauthorised substitutions are allowed without written approval from the Employer.
- All defective components must be returned with a Non-Conformance Report (NCR) and detailed repair documentation.

4.3.3 Contractor's procurement of Plant and Materials

The Contractor is responsible for the complete procurement cycle including:

- Placing orders with approved OEMs or equivalent
- Expediting, tracking, and documenting orders
- Ensuring safe packaging and preservation for storage up to 10 years
- Delivery to Medupi Power Station as per the approved schedule
- Submission of vendor warranties in favour of the Employer
- Providing a vendor data pack for each component including datasheets, certification, material traceability, and performance curves

4.3.4 Tests and inspections before delivery

- All pumps and major components shall undergo:
 - Functional testing at 4.0 MPa
 - Vibration testing (ISO 20816-1 compliance)
 - NDT as per Eskom standard 240-83540088
- The Employer reserves the right to witness FAT (Factory Acceptance Tests) and to appoint third-party inspectors, including for overseas inspections.

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

None

4.3.6 Cataloguing requirements by the *Contractor*

If applicable, the Contractor shall catalogue all supplied items per Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment (240-1289988974). Catalogue information shall include:

- KKS numbers
- Part descriptions and OEM part numbers
- Material and serial numbers
- Storage conditions and shelf-life information

5 Working on the Affected Property

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

- All personnel must comply with Medupi Power Station's security protocols, including:
 - Pre-clearance and induction
 - Valid ID/passport and PPE compliance
 - Site-specific permits (e.g., Hot Work, Confined Space)
- Movement is restricted to designated areas and roads; barricades must be erected where required.
- Contractors must be aware of and comply with all site regulations and emergency procedures.

5.2 People restrictions, hours of work, conduct and records

- Standard working hours: Monday to Friday, 07:00 – 16:15
- Work outside these hours requires prior approval.
- Contractor shall maintain a daily attendance register for all staff and subcontractors.
- These records must be available to the Service Manager upon request and will be used for performance evaluation and event investigation.

5.3 Health and safety facilities on the Affected Property

- First Aid Stations and emergency response facilities are located at designated areas on site.
- Emergency contacts, evacuation routes, and muster points will be provided during induction.
- All personnel must undergo a Medupi HSE induction prior to accessing the site.

5.4 Environmental controls, fauna & flora

The Contractor shall comply with Medupi Power station Environmental requirements for *Contractors* and Suppliers Doc 240-90508511.

5.5 Cooperating with and obtaining acceptance of Others

- The Contractor must cooperate with Other contractors, Eskom departments (e.g., Operations, Maintenance), and statutory bodies such as NERSA or SANAS if inspections are required.
- All coordination with external inspection agencies and regulatory authorities must be documented and made available to the Employer.

5.6 Records of *Contractor's* Equipment

- The Contractor shall maintain a register of all equipment brought onto the Affected Property, including:
 - Ownership (owned vs. hired)
 - Certification (load testing, calibration)
 - Deployment and removal dates
- Special lifts, rigs, or cranes must be approved by the Service Manager and removed once work is completed.

5.7 Equipment provided by the *Employer*

None.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

- The Employer shall provide the following at designated hookup points:
 - Electrical power
 - Potable water
 - Ablutions and wash facilities
 - General lighting and fire protection
- Hookups must be approved and performed under the supervision of the Employer.

All other services and facilities required by the Contractor shall be provided by the Contractor.

5.8.2 Provided by the *Contractor*

- The Contractor shall provide:
 - Temporary site accommodation or rest area if needed
 - Secure tool and material storage
 - Vehicles for personnel and material transport
 - Office equipment (laptops, Wi-Fi, printers) for its own team
- All temporary facilities must be removed and the site restored upon completion of the contract.

5.9 Control of noise, dust, water and waste

- The Contractor shall:
 - Minimise dust and noise during packaging, transport, or offloading
 - Prevent oil or water leaks
 - Dispose of waste in accordance with the Medupi Environmental Standard
- Water use for cleaning must not be discharged into drains without approval.

5.10 Hook ups to existing works

- No modification, tie-in, or hookup to existing systems or infrastructure is permitted unless authorised in writing by the Employer.
- All hookup work must follow documented change control procedures.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

- The following inspection/tests will be conducted by the Contractor with potential witness by the Employer:
 - Disassembly and dimensional inspection
 - NDT (visual, ultrasonic, magnetic particle) as per Eskom standard 240-83540088
 - Pressure testing
 - Vibration testing in accordance with ISO 20816-1:2016
 - FAT and SAT as applicable

5.11.2 Materials facilities and samples for tests and inspections

- The Contractor shall provide:
 - All materials, test rigs, calibrated instruments, and access for inspections
 - Sample components or test coupons if required
- The Employer may provide:
 - Observation personnel
 - Access to site-based test areas (subject to approval)

6 List of drawings

6.1 Drawings issued by the *Employer*

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

N/A