



NEC3 Term Service Contract (TSC3)

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

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

**for Control, Co-ordination and Performance of Quality
Control Activities and Physical Inspections on
Maintenance, Outages and Projects related Activities
at Tutuka Power Station for a Period of 5 Years.**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

CONTROL, CO-ORDINATION AND PERFORMANCE OF QUALITY CONTROL ACTIVITIES AND PHYSICAL INSPECTIONS ON MAINTENANCE, OUTAGES AND PROJECTS RELATED ACTIVITIES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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	[•]

CONTROL, CO-ORDINATION AND PERFORMANCE OF QUALITY CONTROL ACTIVITIES AND PHYSICAL INSPECTIONS ON MAINTENANCE, OUTAGES AND PROJECTS RELATED ACTIVITIES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

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:

Control, Co-ordination and Performance of Quality Control Activities and Physical Inspections on Maintenance, Outages and Projects related Activities at Tutuka Power Station for a Period of 5 Years.

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	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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*.

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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**

*Eskom Holdings SOC Ltd
Megawatt Park, Maxwell Drive, Sandton, Johannesburg*

Name &
signature of
witness

Date

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

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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)

Eskom Holdings SOC Ltd
Megawatt Park, Maxwell Drive, Sandton,
Johannesburg

Name &
signature
of witness

Date

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C1.2aTSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	e-mail	[•]
11.2(2)	The Affected Property is	Tutuka Power Station
11.2(13)	The <i>service</i> is	The Control, Co-ordination and Performance of Quality Control Activities and Physical Inspections on Maintenance, Outages and Projects related Activities at Tutuka Power Station for a Period of 5 Years.

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

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11.2(14)	The following matters will be included in the Risk Register	• Industrial action. • Community unrest. • Health and safety incidents. • Unavailability of Quality Control Inspectors. • Delays in performing scheduled Quality Control inspections. • Non-attendance at mandatory meetings, inspections, hold points, or witness points. • Delays in the close-out of Non-Conformance Reports. • Failure to comply with approved Quality Control Plans (QCPs), Inspection and Test Plans (ITPs), technical specifications, or Eskom procedures.
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	24 hours
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week 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
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	the 15 th day of each month (or, if that day falls on a public holiday or weekend, the next Working Day).
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
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

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(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	Tasks or Scope of Work not included in this contract or appendices or annexures after contract award
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	
9	Termination	NEC3 TSC Core Termination Clauses will be applied during Termination.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks
53.3	The <i>Contractor's</i> share is assessed on (dates)	
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	[•]

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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	Standerton, 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
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation	The indices reflected in the table under X1.1 below are the Employer’s proposed indices. The Contractor shall review and populate the table with the indices it considers applicable to the Contract. Should the Contractor fail to do so in its submission, CPA shall not apply and the Prices shall remain fixed and firm for the duration of the Contract. Prices shall be fixed and firm for the first sixteen (16) months from the base date, after which the prices shall be adjusted in accordance with the agreed indices. ****																							
X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	<table><tr><th colspan="3">The month prior the closing date of this enquiry</th></tr><tr><th>proportion</th><th>linked to index for</th><th>Index prepared by</th></tr><tr><td></td><td>Labour - Table C3</td><td>SEIFSA</td></tr><tr><td></td><td>CPI - Table D4</td><td>SEIFSA</td></tr><tr><td></td><td>Transport – Table L1 (A)</td><td>SEFSA</td></tr><tr><td>15%</td><td colspan="2">non-adjustable</td></tr><tr><td>100%</td><td colspan="2"></td></tr></table>			The month prior the closing date of this enquiry			proportion	linked to index for	Index prepared by		Labour - Table C3	SEIFSA		CPI - Table D4	SEIFSA		Transport – Table L1 (A)	SEFSA	15%	non-adjustable		100%		
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15%	non-adjustable																								
100%																									

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X2	Changes in the law	of the Republic of South Africa is a compensation event if it occurs after contract award
X17	Low service damages	
X17.1	The <i>service level table</i> is in	Appendix A
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
X18.4	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 • 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	52 weeks after the end of the service period. The Contractor remains liable up to the end of liability date for any non-conformance, omission or deficiency in the Quality Control services provided by the Contractor, including inspections, testing, verification or certification undertaken on equipment or components during the service period, whether or not such non-conformance, omission or deficiency becomes apparent during the service period. Where an investigation is required into any failure, non-conformance or other issue relating to equipment or components on which the Contractor performed Quality Control activities, the Contractor shall provide the necessary support, information, records, clarifications and technical assistance to facilitate the investigation.
X19	Task Order	

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X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within Twenty-Four hours of receiving the Task Order
Z	The <i>additional conditions of contract</i> are Z1 to Z16 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

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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.

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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.

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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	<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.

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<i>Contractor's</i> Providing the Service	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer

86

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

INSURANCE TABLE B

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 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the

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aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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, normalized 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

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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.

Z15 Security Clearance/ Criminal Checks

These clauses are not only, but are especially, applicable for accessing critical infrastructure in terms of the Critical Infrastructure Protection Act, 2019 (previously referred to as National Key Points), but may include other sites, and/or where persons are rendering a service or have given notice of intention to render a service to an organ of state, which service may (1) give him or her access to classified information and intelligence in the possession of the organ of state; or (2) give him or her access to or information concerning areas designated as critical infrastructure.

- Z15.1 The *Contractor* and its subcontractors implement risk and security management processes and measures to mitigate any threats against any premises, installations or sites, systems, or information of the *Employer* with only persons with criminal verification record security clearance certificates being given access after verification of these and identifying documents by the *Employer's* security system.
- Z15.2 The *Contractor* provides, at the *Contractor's* cost, to the *Employer*, criminal verification record security clearance certificates for each person the *Contractor* or its subcontractors requires to access any premises, installations or sites, systems, or information of the *Employer*, with copies of their identifying documents, such as passports, before allowed such access by the *Employer*. The *Employer's* refusal to allow access to premises, installations or site/s, systems or information is at the *Employer's* sole discretion and is not a compensation event.
- Z15.3 The criminal verification record security clearance certificates provided are to have been issued by a service provider which is to be a reputable screening company accredited by the South African Police Services, are to be no older than four weeks since issue and valid for as long as each person is required to access premises, installations or sites, systems or information. The *Employer* may require updated certificates and identifying documents every 26 to 52 weeks, subject to safety and security concerns and the risk rating of the works or services undertaken and/or premises, installations or sites, systems or information.

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- Z15.4 If any such criminal verification record security clearance certificates is cancelled, withdrawn, invalidated, amended, or expires, or a criminal conviction is noted against any person requiring access, even if an appeal against the criminal conviction has been noted, the *Service Manager* may instruct the *Contractor* to ensure that such person leaves the premises, installations or site/s and is blocked from systems and information and the giving of this instruction is not a compensation event.

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Z16 Protection of Personal Information Act Compliance

- Z16.1 For the purposes of this clause, the terms “Data Subject”, “Personal Information”, “Processing” and “Regulator” and “Responsible Party” have the meanings given to them in the Protection of Personal Information Act, 2013 (“POPIA”).
- Z16.2 Each Party acknowledges that it is an independent Responsible Party in relation to the Personal Information processed in terms of this contract (“Shared Personal Information”) and that it determines the purposes for which and the manner in which the Shared Personal Information is, or is to be, processed.
- Z16.3 Each Party shall always comply with POPIA when performing its obligations under this contract and shall not perform any of their respective obligations under this contract in such a way as to cause the other Party to breach any of that other Party's obligations under POPIA.
- Z16.4 Each Party shall ensure that, in respect of all Shared Personal Information provided to the other Party and in respect of the use of that Shared Personal Information under this contract:
- Z16.4.1 all necessary fair Processing notices have been provided to and consents obtained from Data Subjects by that Party, where required, in terms of POPIA, including to specify that the other Party is also a Responsible Party in respect of the Data Subject's Personal Information and to provide a link (for example, <https://www.eskom.co.za/about-eskom/website-terms-and-conditions/>) to the other Party's Privacy Statement or to include a statement that the other Party's Privacy Statement can be found on the other Party's corporate website; and
- Z16.4.2 all necessary steps have been taken to ensure that Shared Personal Information has been collected and processed in accordance with the principles set out in POPIA, including in particular those relating to:
- lawful, fair and transparent Processing;
 - specified, legitimate and explicit purposes of Processing; and
 - adequate, relevant and not excessive Processing.
- Z16.5 If either Party receives any complaint, notice or communication from the Regulator which relates directly to:
- Z16.5.1 the other Party's Processing of the Shared Personal Data; or
- Z16.5.2 a potential failure by the other Party to comply with POPIA in respect of the activities of the Parties under or in connection with this contract,
- it shall, to the extent permitted by law, promptly notify the other Party and provide such information as it shall reasonably request in that regard.
- Z16.6 If a Data Subject makes a written request to either Party to exercise any of their rights under POPIA, the receiving Party shall respond to that request in accordance with POPIA. To the extent the request concerns Processing of Shared Personal Information undertaken by the other Party, the receiving Party shall:
- Z16.6.1 promptly and without undue delay forward the request to the other Party; and
- Z16.6.2 cooperate and provide reasonable assistance in relation to that request to enable the other Party to respond in accordance with POPIA.
- Z16.7 Each Party acknowledges that the other Party may disclose Shared Personal Information to any Regulator or law enforcement authority with jurisdiction to request access to the Shared Personal Information.

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- Z16.8 Neither Party discloses or otherwise makes available the Personal Information to any third party (including sub-contractors, but excluding its authorised employees who require access to such Personal Information strictly in order for the Parties to carry out their obligations pursuant to this contract), unless a Party has provided, to a requesting Party, its prior written consent to do so, and the requesting Party has submitted to the other Party (consenting Party), to its satisfaction, a copy of a written contract or undertaking that the requesting Party has entered into with a third party for the protection of Personal Information of the Data Subjects or unless there is an applicable exemption in terms of the law to process or further process the personal information.
- Z16.9 The requesting Party indemnifies and holds harmless the consenting Party and its staff, successors, cessionaries, delegates, and assigns, from any and all losses, costs, expenses and damage, as well as penalties and fines arising from the requesting Party's non-compliance with the provision of any relevant legislation applicable to Personal Information or data protection, as well as damage to the consenting Party's reputation and costs of compliance as directed by the Regulator, including but not limited to publication of the data breach.

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C1.2b Contract Data

Part two - Data provided by the Contractor

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

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

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PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

1 How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of - 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.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

2 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.

3 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).

4 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;

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- 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.

4.1 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.

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C2.2 The *Price list*

Item	Description per Item	UoM	QTY	Rate* (ZAR)
1	Normal Time			
1.1	Core Crew			
	Administrator	Per Hr	1	
	C&I Quality Inspector	Per Hr	1	
	Civil Quality Inspector	Per Hr	1	
	Electrical Quality Inspector	Per Hr	1	
	Mechanical Inspector	Per Hr	1	
	Quality Supervisor	Per Hr	1	
	Safety Officer	Per Hr	1	
	Welding Quality Supervisor	Per Hr	1	
	Welding Quality Inspector	Per Hr	1	
1.2	Additional Resources (As and When required)			
	C&I Quality Inspector	Per Hr	1	
	Civil Quality Inspector	Per Hr	1	
	Electrical Quality Inspector	Per Hr	1	
	Welding Quality Inspector	Per Hr	1	
2	Normal Overtime			
2.1	Core Crew			
	Administrator	Per Hr	1	
	C&I Quality Inspector	Per Hr	1	
	Civil Quality Inspector	Per Hr	1	
	Electrical Quality Inspector	Per Hr	1	
	Mechanical Inspector	Per Hr	1	
	Quality Supervisor	Per Hr	1	
	Safety Officer	Per Hr	1	
	Welding Quality Supervisor	Per Hr	1	
	Welding Quality Inspector	Per Hr	1	
2.2	Additional Resources (As and When required)			
	C&I Quality Inspector	Per Hr	1	
	Civil Quality Inspector	Per Hr	1	
	Electrical Quality Inspector	Per Hr	1	
	Welding Quality Inspector	Per Hr	1	
3	Sunday and Public Holiday Overtime			
3.1	Core Crew			
	Administrator	Per Hr	1	
	C&I Quality Inspector	Per Hr	1	
	Civil Quality Inspector	Per Hr	1	
	Electrical Quality Inspector	Per Hr	1	
	Mechanical Inspector	Per Hr	1	

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	Quality Supervisor	Per Hr	1	
	Safety Officer	Per Hr	1	
	Welding Quality Supervisor	Per Hr	1	
	Welding Quality Inspector	Per Hr	1	
3.2	Additional Resources (As and When required)			
	C&I Quality Inspector	Per Hr	1	
	Civil Quality Inspector	Per Hr	1	
	Electrical Quality Inspector	Per Hr	1	
	Welding Quality Inspector	Per Hr	1	
4	Standby Allowance			
	C & I Quality Inspector	Per day	1	
	Civil Quality Inspector	Per day	1	
	Electrical Quality Inspector	Per day	1	
	Mechanical Quality Inspector	Per day	1	
	Welding Quality Inspector	Per day	1	
	Welding Supervisor	Per day	1	
5	Preliminary & General			
	Site Establishment	Sum	1	
	Site De-establishment	Sum	1	
	Medical (<i>incl. Working at Heights</i>) and Induction	Per Person Per Year	1	
	Safety File	Sum	1	
	PPE and Safety Equipment	Per Person Per Year	1	
6	Transport			
	Home-Work-Home (7 Seater) **	Per day	1	
	Home-Work-Home (22 Seater) **	Per day	1	
	Call-Out & Off-Site Inspection Travel (Sedan/km) ***	Per km	1	

*** Additional Notes for Bidders:**

I. Mandatory Requirement:

- a) Contractor must be ISO 9001:2015 QMS Certified

II. The following requirements shall apply for the purposes of pricing and execution of the Services under the Contract:

- a) The normal working hours are averaged at 173 hours per month for the duration of the contract.
b) The rate for the home-to-work per day shall be based on a return trip between Tutuka Power Station and Standerton**. Transport for Home-Work-Home (22 Seater) shall be sourced from the local taxi association.
c) The callouts and off-site inspections kilometres shall be based on a start and finish from Tutuka Power Station or Standerton (whichever is applicable) ***

III. Price adjustment for inflation (CPA):

- a) CPA proposals to form part of tender returnables

PART 3: SCOPE OF WORK

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

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C3.1: **EMPLOYER'S SERVICE INFORMATION**

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1 Description of the service

1.1 Executive overview

1.1.1 Introduction

This contract establishes the framework for the provision of resources to perform physical Quality Control (QC) inspections and testing in support of maintenance, outages and project activities at Tutuka Power Station. The duration of this contract is set for a period of five (5) years.

The scope includes, but is not limited to, the verification of compliance with technical specifications and regulatory requirements, documentation reviews, witnessing of critical inspections and tests (on and off site), and the provision of quality-related reports and recommendations. These services will be carried out in collaboration with station personnel and other *Contractors* to support Tutuka Power Station's commitment to operational excellence and continuous improvement.

A *Contractor* is therefore required to provide these services in order to strengthen quality management systems, mitigate operational risks, increase production, and ensure the long-term reliability and safety of Tutuka Power Station.

1.1.2 Purpose and Objective of the Contract

1.1.2.1 Purpose

The purpose of this contract is to provide competent Quality Control (QC) resources to perform independent quality inspections, surveillance, and testing in support of planned and unplanned outages, maintenance, and project activities at Tutuka Power Station. The contract aims to verify that all work is executed in accordance with approved technical specifications, engineering standards, quality requirements, statutory and regulatory requirements, and approved procedures.

1.1.2.2 Objective

The objective of this contract is to strengthen quality assurance and quality control throughout maintenance, outage, and project execution by ensuring that all work is performed in accordance with approved specifications, procedures, and quality requirements.

The services are intended to enhance the effectiveness of Tutuka Power Station's quality management system, minimise quality-related risks, improve plant reliability and availability, support safe and compliant plant operation, and contribute to the achievement of operational excellence and continuous improvement.

The Contractor shall provide the control, coordination, and performance of Quality Control activities and physical inspections in support of maintenance, outages, and project-related activities in the following plant areas:

Electrical Quality Inspections (all plant areas)

- Generator inspections and tests
- HV and LV transformers inspections and tests
- HV and LV motors inspections and tests
- HV and LV electric cables inspections and tests
- Generator Circuit Breakers inspections and tests
- Protection Tests
- Switchgear inspections and tests

CONTROL, CO-ORDINATION AND PERFORMANCE OF QUALITY CONTROL ACTIVITIES AND PHYSICAL INSPECTIONS ON MAINTENANCE, OUTAGES AND PROJECTS RELATED ACTIVITIES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

- Boards Maintenance
- Isolated Phase Bus bars and Bus Ducts inspections
- Lighting and small power Installations inspections and tests
- Hydrogen plant systems inspections and tests
- Electrostatic Precipitator plant inspections and tests
- DC Plant inspections and tests
- Conduct root cause failure analysis and subsequent postmortem
- Conduct inspection on the refurbishment of all electrical plant equipment
- Conduct Audits

Turbine Quality Inspections (all plant areas)

- Valves
- Condensate drains cooler
- LP and HP safety valves pressure testing
- LP and HP heater valves
- Feed water valves
- Auxiliary steam range valves (steam valves, safety valves, steam air injectors, including the main range isolating valves)
- Electric feed Pumps
- Boiler Feed Pump Turbine
- Audits
- Scope reviews
- Incident investigations
- Challenge schedules
- QCP review and approval

Outside Plant/ Inside Plant Mechanical Quality Inspections/ Boiler Plant (all plant areas)

- ASH and Dust plant
- Slurry Plant
- Air Heaters
- FD, PA and ID fans
- ESP Plant
- Mills, Feeders and Dampers
- Pumps
- HP bypass valves (spray water and main valves) and hydraulic control systems
- Valves
- Precipitators
- Stores receiving inspections
- Conveyors (CSY, Coal and Ash)
- SSC
- Soot Blower System – lances, poppet valves, Sootblower valve station, drain lines, supply lines
- Turbine leg drains NRV's, hand isolating and hand regulating valves
- Boiler vents and drains (0m level, 3m level, 16m level and 57 m level)
- 50% Drains – Isolating and Regulating (including bypass valves)
- Boiler main steam stop valves (including bypass valves)
- Auxiliary steam range
- Circulation system pump, cooler and valves
- Spray water system (Superheaters and Re-heaters)

CONTROL, CO-ORDINATION AND PERFORMANCE OF QUALITY CONTROL ACTIVITIES AND PHYSICAL INSPECTIONS ON MAINTENANCE, OUTAGES AND PROJECTS RELATED ACTIVITIES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

- Air heater washing tanks and control valve systems
- Brine Concentration Plant
- Pressure Parts
- HP Pipework
- PF Burners
- Fuel Oil/Oil Burners
- Blow Down Vessel & connecting pipework
- Sump & Trenches
- Dirty and Clean Water Dams.
- All Civil related work (Road works, structures, dams, dredging, buildings, sewerage, drainage system)
- Demin storage tank and Deaerator, steam valves and safety valves

Welding Quality Inspections (all plant areas)

- Fuel oil Burners
- Precipitators (Welding)
- Mills
- Dampers
- Valves (as per Employer's scope of work)
- Audits
- Stores Inspection
- Internal and External Evaluations on Contractors (Due Diligence).
- Safety file review
- Material identifications (PMI)

Auxiliary Quality Inspections (all plant areas)

- Valves on CPPs and air ejectors
- LP and HP safety valves pressure testing
- LP and HP heaters valves
- Feed water valves
- LP Demin tanks
- Air receiver and safety valves pressure testing
- Compressors
- De-Aerator Tank pressure test and valves
- Feed water tank valves.
- Station pressure vessel valves
- Statutory inspections on all safety valves
- Coal Handling and Conveying Plant
- Ash Handling and Conveying Plant
- Dust Handling and Conveying Plant
- Re-heaters spray water valves
- Chemical services (all mechanical equipment, pumps valves and pipes)
- Lime plants, all systems
- CW system {cw on mills, lube oils, fans, motor coolers, ssc make ups, circulation pump cooler)
- Tutuka Aerodrome
- All Water Reservoirs
- Cooling towers
- Cranes

CONTROL, CO-ORDINATION AND PERFORMANCE OF QUALITY CONTROL ACTIVITIES AND PHYSICAL INSPECTIONS ON MAINTENANCE, OUTAGES AND PROJECTS RELATED ACTIVITIES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

Control and Instrumentation (C&I) Quality Inspections (all plant areas)

- Calibrations and calibration standards
- Instrumentations
- Boiler, Turbine and Outside plant protections
- Boiler, Turbine and Outside plant controllers
- Plant actuators and control valves stroking
- Control and Instrumentation plant projects and refurbishments
- Cold and hot commissioning
- Inspection of spares and materials before entry to spares
- Creation, review and approval of QCP / ITPs
- Review of procedures and maintenance plans
- Incident investigations and root cause analysis
- Evaluation of tender quality returnable
- Fire Detection system
- Actuators – stroke check
- Audits

1.2 Employer's Requirements for the service

The *Contractor* shall provide the following services:

- Influence quality control methods and documentation to meet any changes to requirements
- Assist Eskom personnel and service providers to compile and review QCPs and ITPs
- Assuring adherence to Eskom Quality standards and procedures
- Verifying that documentation CONFORMS to requirements and standards.
- Collaboration with other departments during plant inspection activities
- The Contractor will attend meetings to discuss any items arising in connection with this Quality contract with the Service Manager and to complete the assessment
- Attend station meetings
- Identify and report non-conformances
- Prioritize activities for quality control verifications.
- Assess, monitor and report good and sub-standard work practices
- Conduct external inspections of suppliers and products for conformance to specifications
- Verify processes, planning, work packages, procedures
- Verify conformance to standards and assist in the prevention of recurring deviations
- Review work packages, planned maintenance, procedures and modification packages according to the relevant administrative controls.
- Assist and advise on technical history reviews.
- Investigate and initiate / recommend / assist with proposals for corrective actions and the improvement of poor quality
- Control corrective actions arising from quality deficiencies and expedite the closure thereof.
- Trend and report quality deficiencies.
- Advice and assist Employer with regards to procedures and work packages compilation.
- Liaise with Engineering, Operating, Projects, Outages and Maintenance on any plant related issues
- Drawings, memo's, out of normal, scopes, cutting instruction to be issued by the Engineer
- Provide advice with regards to rules, regulations and code requirements (welding)
- Liaise with departmental line sections with regards to queries.
- Conduct presentations and / or training on quality control practices.

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- The Contractor to carry out Quality Control activities by performing physical inspections during normal maintenance, commissioning and Outages as per the Employer's specifications.
- All inspections done by the Contractor should be in accordance with Employer's requirements.
- Inspections of all new plant areas not listed in this contract shall be carried out for each discipline on the Employer's site only.
- The Contractor shall ensure that its personnel remain available and perform duties as required by the Employer, including during periods when standby services are necessary, to ensure continuity and effective execution of the Services.

1.2.1 Scope of Work

The Contractor shall perform the following services:

- Co-ordinate, oversee and quality control activities
- Conduct toolbox talks on a daily basis.
- Perform physical inspections on maintenance, outage, project and commissioning activities
- Provide Leadership on Quality end to end process
- Transfer of skills to the Tutuka Power Station's employees
- Determine / recommend requirements for quality control inspections
- Provide professional advice and leadership on Quality Control issues
- Raise an NCR against those executing scope without following quality procedures and processes.
- Monitor compliance to Eskom procedures, standards, processes, and QCP requirements and report quality related issues
- Submit weekly quality reports for quality inspections activities
- Contractor to understand Eskom's Quality Requirements and to be provided with Quality related Procedures.
- All Eskom required training will be provided by Eskom.
- All personnel who enter the station must abide to Eskom rules and regulations and will comply with Eskom Life Saving rules.
- All communications must be printed and filed in Service Manager's file.
- Timesheets to be logged and signed by Services Manager and Contractor.
- All PPE to be provided by Contractor and must be SABS approved.
- All work to be done under permit to work.
- Yearly induction and medical surveillance to be done for all personnel

1.2.1.1 Co-ordinate and control quality activities

The Contractor shall perform the following services:

- Review and approve quality control plans as per Eskom's Supplier Quality Management Specification considering high priority defects, production, targets, plant availability, unplanned maintenance, staff, Contractors, and spares availability etc
- Approve "stop work" orders if quality and safety standards are compromised
- Review and approve identified quality deficiencies
- Control the close-out of quality deficiencies (NCRs) by reviewing and approving initiatives, proposals or corrective actions for improvements
- Prioritise activities for quality control verifications
- Implement and control QC processes by reviewing all documentation and system information and validate information to maintain accurate data.
- Perform /check/ control job observations.
- Identify potential project quality risks
- Ensure scope of work is executed in accordance with the applicable codes.
- Responsible for QC of all repair work.

CONTROL, CO-ORDINATION AND PERFORMANCE OF QUALITY CONTROL ACTIVITIES AND PHYSICAL INSPECTIONS ON MAINTENANCE, OUTAGES AND PROJECTS RELATED ACTIVITIES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

- Responsible to identify possible additional work which may be required.
- Support the PP Engineer with the implementation of modifications.
- Responsible for signing off all repair SOW.
- Support PP Engineer during initial Inspection.
- Responsible to identify requirements relating to access.
- Support the PP Maintenance Supervisor to ensure that all Contractors are available for the outage.
- Support the PP Maintenance Supervisor with submitting the SOW to Contractors.
- Support the PP Maintenance Supervisor to issue all repair material.
- Responsible to monitor repair activities in the boiler.
- Support the Outage Controller with the stock taking of boiler tubes, shields, brackets and other ancillaries.
- Responsible to ensure that all allocated action stemming from incident investigations are completed timeously.

1.2.1.2 Perform Physical Inspections on Maintenance, Projects, Commissioning and Outage activities

The Contractor shall perform the following services:

- Perform quality inspections on and off site.
- Perform inspections and determine if standards are met.
- Identify and report non-compliances.
- Recommend possible changes to standards or practices.
- Assess, monitor and report good and sub-standard work practices.
- Verify that documentation conform to requirements and standards by reviewing work packages, maintenance and outage plans, procedures and modification packages according to the relevant administrative controls, identify and report non-conformances.
- Inspection reports are used to document the condition of the plant, assets and communicate findings.
- Address identified issues promptly and ensure that necessary repair/steps or adjustments are completed.
- Raise defect notifications where defects have been identified
- Follow up on any plant related issues/defects/repairs with the proper documentation.
- QCP'S - Signing off signifies that the individual accepts responsibility for the plan's implementation and effectiveness in maintaining quality.
- Provide Professional advice and leadership on QC issues
- Advise and provide leadership on all Quality related issues.

1.2.1.3 Quality Administration

The Contractor's personnel shall possess the:

- Ability to prepare clear, accurate and concise reports. charts and graphs
- File, maintains and updates quality records and provide status reports as and when required to the Service Manager
- Ability to prioritize work effectively in order to meet changing demands
- Ability to maintain effective robust management systems
- Effective analytical and problem solving
- Ability to update quality assurance procedures, practices and systems as required
- Knowledge and experience to generate updates on all Quality Control and Quality Assurance activities for reporting to the Quality Team.

1.2.1.4 Documentation and Reporting

CONTROL, CO-ORDINATION AND PERFORMANCE OF QUALITY CONTROL ACTIVITIES AND PHYSICAL INSPECTIONS ON MAINTENANCE, OUTAGES AND PROJECTS RELATED ACTIVITIES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

The *Contractor* shall also provide:

- Documentation that verifies that the work performed meets the minimum standards established by the specifications.
- Weekly and Monthly activity reports to indicate their involvements in the daily running of the Power Station and interface with the relevant department.
- Monthly presentation of quality risks, issues and improvement actions.
- Report reworks and cost saving methods.
- Conduct and Provide report on Supplier/Contractor quality internal Audits.
- Offer on the job and awareness training.
- Submit monthly reports for plant failure mode analysis

1.2.1.5 Special Requirements

- Risk assessments must be completed before each task.
- Contractor shall comply with the Eskom Lifesaving rules.
- Eskom safety, quality and outage meetings to be adhered to
- The Contractor will comply with Eskom Quality Standards.
- Site conditions will be according to the Eskom and Safety regulations standards.
- Tools, site, cabins and equipment shall be inspected by Contractor, and check sheet must be filled and ensure to maintain good housekeeping.
- Audits on Contractor will be done on a frequent basis.
- All Eskom Safety Regulations must be adhered to.
- Approve Quality Control Plans and Contract Quality Plans as per requirement of QM58
- Eskom Transport procedures to be always adhered to
- The Contractor shall comply with the following documents:
 - Quality Management System Requirements ISO 9001: 2015 version
 - Valid Certification of Quality Management System by an ISO accredited body
 - The *Contractor* to be ISO 9001: 2015 certified

1.2.1.6 General Requirements

- Perform Quality control activities on Maintenance, Outages, Projects and Commissioning activities as-and-when requested.
- Working hours is Eskom working time and overtime might be required depending on the workload.
- A request for absence from the workplace must be negotiated with Eskom. In periods of absence a negotiated substitute will replace the absentee.
- Additional resources are to be brought upon request and approval by the Employer.
- In case of a Contractor's employee (Quality Inspector) leaving work or terminating His/her contract for any reason, The Contractor shall ensure replace the absent employee within 1 calendar month.
- All records will be seen as Eskom property and may not be used for other companies.
- Any deviations to the program / plan to be communicated within eight hours.
- The Contractor will be working along with other Contractors
- Contractor to supply own consumables
- Private calls and internet connection will be on the account of the Contractor
- The Contractor to provide proof of experience and qualifications for approval by Service Manager.
- The Contractor will report directly to the Service Manager.
- Audit on Contractor will be done on a frequent basis as per Employer's Audit Plan.
- Contractor to make use of own facilities and provide own tea, coffee, sugar, etc.
- Quality control plan and contract Quality plan approval process standards as per QM 58 to be adhered to.

CONTROL, CO-ORDINATION AND PERFORMANCE OF QUALITY CONTROL ACTIVITIES AND PHYSICAL INSPECTIONS ON MAINTENANCE, OUTAGES AND PROJECTS RELATED ACTIVITIES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

- The Contractor will make use of the LAR system.
- Workers register and Risk Assessment Form must be completed before each task.
- Eskom required and relevant training for the services will be provided by Employer.
- All communications must be done electronically or printed and filed in Service Manager's file.
- Contractor personnel to attend meetings as requested by the Service Manager
- Timesheets to be logged and signed by Service Manager and Contractor.
- All PPE to be provided by Contractor at own cost and must be SABS approved.
- Yearly induction for all personnel.
- All work to be issued via the SAP Plant Maintenance system (Work Order & Purchase Order).
- All defected equipment / material to be reported to the Employer via SAP System.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Explanation
CPP	Condensate Polishing Plant
CSY	Coal Stockyard
CW	Cooling Water
ESP	Electrostatic Precipitator
HP	High Pressure
ISO	International Standards Organization
LP	Low Pressure
NCR	Non-Conformance Report
NRV	Non-Return Valve
OHS Act	Occupational Health and Safety Act
PF	Pulverised Fuel
PP	Pressure Parts
PPE	Personal Protective Equipment
QC	Quality Control
QCP	Quality Control Plan
QIP	Quality Inspection Plan
SANS	South African National Standards
SSC	Submerged Scraper Chain
SHEQ	Safety Health Environment and Quality
QA	Quality Assurance

CONTROL, CO-ORDINATION AND PERFORMANCE OF QUALITY CONTROL ACTIVITIES AND PHYSICAL INSPECTIONS ON MAINTENANCE, OUTAGES AND PROJECTS RELATED ACTIVITIES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

2 Management strategy and start up

2.1 The *Contractor's* plan for the service

The *Contractor* submits a Service Plan demonstrating how it will execute the Services in accordance with the Scope for the duration of the Contract.

The plan includes:

- A programme showing when the Contractor plans to Provide the Services.
- The resources to be used to Provide the Services, including personnel, competencies, supervision, plant, and equipment.
- The Contractor's measures for compliance with health, safety, and environmental requirements, including site procedures and statutory obligations.
- The processes for identifying and managing risks associated with Providing the Services.
- The reporting, record keeping, and notification requirements in accordance with the Contract.

2.2 Management meetings

Regular meetings of a general nature may be convened as follows (including any other meeting that may be required):

Title and purpose	Frequency	Location	Attendance by:
Kick-off Meeting	Once off	Tutuka Power Station	<i>Employer and Contractor</i>
Risk Register and Compensation Events	As and When required	Tutuka Power Station	<i>Employer and Contractor</i>
Departmental Safety Meeting	Monthly	Tutuka Power Station	<i>Employer and Contractor</i>
NCR and Close-Out Meetings	As and When required	Tutuka Power Station	<i>Employer and Contractor</i>
Outage Meetings	Daily during outages	Tutuka Power Station	<i>Employer and all Contractors</i>
Plant Focus Meeting	Daily	Tutuka Power Station	<i>Employer and all Contractors</i>
The <i>Employer's Contractors</i> Safety Meeting	Monthly	Tutuka Power Station	<i>Employer and all Contractors</i>
Overall Contract Performance Progress and Feedback	6 Monthly	Tutuka Power Station	<i>Employer and Contractor</i>

The Contractor will comply with the requirements as set by the Employer. The Contractor will provide detailed feedback.

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.

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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 the following suitably qualified, competent, and experienced personnel to perform the services, including conducting off-site quality inspections as and when required.
- The minimum qualification, competency, and experience requirements for all personnel are specified in Section 5.10.1 – Minimum Requirements for Qualifications and Experience.

2.3.1 Core Crew

Resource Discipline	Quantity
Administrator	1
C&I Quality Inspector	2
Civil Quality Inspector	1
Electrical Quality Inspector	2
Mechanical Inspector	6
Quality Supervisor	1
Safety Officer	1
Welding Quality Supervisor	2
Welding Quality Inspector	6
Total	22

2.3.2 Additional As and When Required Crew

The *Contractor* shall also provide the following resources on an as and when required basis:

Resource Discipline	Quantity
C&I Quality Inspector	1
Civil Quality Inspector	1
Electrical Quality Inspector	1
Welding Quality Inspector	4
Total	7

2.4 Provision of bonds and guarantees

- Not applicable

2.5 Documentation control

- The Contractor to ensure that all documentation relating to this contract is filed and kept on site for viewing by the Service Manager at any time. The Contractor must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the Service Manager at the end of the contract. Files are to be neatly labelled and indexed.
- Any required service will be communicated to the Contractor via a Task Order.
- The Employer will periodically request detailed reports from the Contractor regarding the gaps, problems and highlights. Possible solutions will be required with this detailed report.

CONTROL, CO-ORDINATION AND PERFORMANCE OF QUALITY CONTROL ACTIVITIES AND PHYSICAL INSPECTIONS ON MAINTENANCE, OUTAGES AND PROJECTS RELATED ACTIVITIES AT TUTUKA POWER STATION FOR A PERIOD OF 5 YEARS.

- Each instruction, certificate, submission, proposal, record, acceptance, notification, reply, and other communication required by this contract shall be communicated in a form that can be read, copied, and recorded.
- All written communication shall be in the language of this contract.
- All communications must be printed and filed in the Service Manager's file.
- All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the Service Manager.
- Progress shall be discussed, compiled, and submitted to Service Manager as and when required.

2.6 Invoicing and payment

The Contractor shall 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.
- Purchase Order number.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; CPA calculation sheet and the Invoice for CPA (with the GL Account Number and the CC on the Invoice) to be sent to the financial department as per Eskom Invoicing procedure / instruction.
- Eskom Invoicing and payment procedure to be followed.

2.7 Contract change management

- Where Contractor does Name Changes, Mergers, Acquisitions and Cessions the Employer's procedures must be followed. (Eskom Procurement and Supply Management)
- In a case where one Contractor takes over from another Contractor, the Site Service Manager must be notified in writing immediately.
- The Contractor does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer.
- Changes to the Service Information shall be managed in accordance with the contractual procedures.
- Any decision made by the Employer or its representatives can be changed or revised only through formal communication in accordance with the contract.

2.8 Records of Defined Cost to be kept by the Contractor

- The Contractor shall keep full, accurate, and auditable records of all Defined Costs, in accordance with the contract. These records must be detailed enough to verify costs and support assessments.
- The Employer has the right to inspect, audit, and verify these records at reasonable times with prior notice. The records are important for controlling costs, checking compensation events, and managing the project.
- If the Contractor does not keep proper records or refuses access, it could delay payments or lead to other corrective actions.

2.9 Insurance provided by the Employer

- As per Clause Z12

2.10 Training workshops and technology transfer

- The Contractor shall ensure that all personnel deployed under this contract are adequately trained, competent, and authorised to perform the services for which they have been appointed.

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- The Contractor shall ensure that personnel apply the knowledge and skills acquired through any training provided by the Employer in the execution of the services under this contract.
- The Contractor shall participate in technology transfer and knowledge-sharing initiatives, where required, to promote the transfer of skills and best practices to Tutuka Power Station personnel.
- Contractor personnel shall be declared medically fit and competent for the tasks they are required to perform.
- Where the scope of work requires personnel to work at heights, the Contractor shall ensure that such personnel are trained, certified, medically fit, and competent to work at heights in accordance with applicable legislation and Eskom requirements.
- The Contractor shall maintain valid training and competency records for all personnel and make these available to the Employer upon request.
- The Contractor shall ensure that personnel receive refresher training where required to maintain competency throughout the duration of the contract.

2.11 Design and supply of Equipment

- Contractor provides all required equipment to perform the work.

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

2.12.1 Equipment

- None

2.12.2 Information and other things

- All Reports / Documents to be compiled, filed, discussed and handed over to the Employer on a date to be announced by Employer and at the end of the service.
- On Completion of contract the Contractors safety file will be hand over to the Service Manager and will be saved for 10 Years after completion / termination of the contract.
- Contractor is Responsible to ensure that his Letter of Good standing is valid at all times as stipulated in the construction regulations point 7 (C) (iv) and she specifications 2.5.2 (iv) and 3.10 Contractor will not be allowed on site if his letter of good standing is not valid.
- As per clause 70.2 to provides other things as stated in the Service Information.
- The Contractors Health and safety file is to be submitted for approval to the Employer's Safety Officer before contract commencement and must be kept up to date at all times.

2.13 Management of work done by Task Order

- Task Orders / Purchase Orders serve as the official instructions to commence work.
- No work shall begin until a Task Order / Purchase Order has been issued, finalized, accepted, and signed by both the Employer and the Contractor.
- The Task Order, and Purchase Order will be generated and processed via the SAP PM system.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure SHEQ Specifications 14RISK SRM-084 to this service Information.

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Eskom SHEQ Policy

Eskom has made a commitment to conduct business with respect and care for people, the environment and assets and that no operating condition or urgency of *service* justifies exposing anyone to negative risks arising from Eskom's business.

Compliance with the Eskom SHEQ Policy and applicable regulations is the responsibility of every employee and *Contractor*.

Contractor SHEQ Policy

All *Contractors* shall have an OHS policy signed by the CEO of the *Contractor* and prominently displayed where employees normally report for duty.

Signed copy of the OHS policy shall form part of the SHE file.

SHE Plan Requirements

- Principal Contractors shall develop a suitable and sufficiently documented site specific SHE plans, based on the scope of work and client SHEQ specification.
- The SHE plan must be pre-approved by the client for implementation. The principal Contractor/Contractor has a responsibility to send the SHE plan to the client for approval prior to commencement of work.
- The SHE plan must be applied from the commencement of and for the duration the construction work, which must be updated / reviewed as the work progresses/changes.

When a principal Contractor intends appointing Contractor, the principal Contractor shall ensure that the Contractor provides and demonstrate a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's SHEQ specifications and scope of work

- The Contractor must ensure that all personnel attend the Employers health and safety Induction Course prior to starting with the works.
- All Eskom health and safety requirements to be adhered to
- Contractor's Health and Safety file to be handed in for approval, and kept up to date by the Contractor

Health and Safety Arrangements

The Contractor ensures that all his personnel attend a Health and Safety Induction Course prior to contract starting date and annual re- induction. The Induction Course is presented by the Employer's Safety Risk Department at Tutuka Power Station. Arrangements are made with Safety Risk Management, by the Contractor.

The Employer's Safety Risk Manager visits and inspects the Contractor's workplace or site yard and the working areas to ensure that tools; machinery and Equipment comply with the minimum safety requirements. The Service Manager may instruct the Contractor to stop work, where the Contractor's personnel fail to conform to safety standards or contravene health and safety regulations. Such stop-work order is not a compensation event. The Service Manager may instruct the Contractor to discipline his employees and to submit a disciplinary action report to the Service Manager. The Contractor implements additional health and safety precautions where necessary.

The Contractor complies with the Occupational Health and Safety Act 85 of 1993, as well as Eskom procedure as stipulated below:

- SHEQ Policy 32-727
- Eskom Procurement and Supply Chain Management Procedure 32-1034
- SHE Requirements for the Eskom Commercial Process 32-726

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- Contractor Health and Safety Requirements 32-136
- Integrated SHE Organization, Roles and Responsibilities and Statutory
- Appointments 32- 296
- Live-saving Rules 240-62196227
- Working at Heights 32-418
- Eskom Vehicle Safety Specifications 32-345
- Tutuka Contractor SHEQ Specifications 14RISK SRM - 084

The Contractor acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The Contractor shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the Contractor's premises, its workplaces and on its employees.

Refuse any employee, sub-Contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the OHSACT.

Issue the Contractor with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the Contractor or any of its employees, sub-Contractors or agents.

The Contractors Health and safety file is to be submitted for approval to Tutuka Safety Department before contract commencement.

All work stoppages called by the Employer to be adhered to

First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the Employer

The Contractor shall train and appoint competent First Aiders and Fire Fighters from amongst the core crew. These appointments shall remain valid for the duration of the contract, and sufficient coverage shall be maintained at all times.

Fire Precautions

Any tampering with the Employer's fire equipment is strictly forbidden.

All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards is kept free of obstruction and are not used for work or storage at any time. Firefighting equipment must remain accessible at all times.

The Contractor takes the necessary action to safeguard the area to prevent injury and the spreading of the fire.

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Security, fire protection and safety

The Contractor shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

Fire protection

The provision of Eskom's standard NWS 1494 "Fire Prevention and Protection of Contractor's premises at New Works Sites" shall be applicable.

Safety and incident prevention

The Contractor shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Tutuka SHEQ Specifications. The overriding regulations will however be the Occupational Health and Safety Act.

Reporting of accidents

The Employer follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The Contractor is expected to fully co-operate to achieve this objective. The Service Manager must be informed immediately of any incidents. A written report to be submitted to the Employer within 24 Hours of incidents and any damage to property or equipment

NOTE! This report does not relieve the *Contractor* of his legal obligations to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

Occupational Health and Safety Act 85 Of 1993 – SECTION 37

In accordance with Section 37 (2) of the Act, the Contractor is appointed by the Employer as mandatory to assume Health and Safety duties and responsibilities. The Contractor ensures compliance with all requirements of the Act and any instruction or notification that enhances those requirements.

The Contractor acknowledges that he is fully aware of all the requirements of the Occupational Health and Safety Act and undertakes to employ only staff who have been duly authorised in terms thereof and who receive sufficient safety training to ensure that they can comply therewith.

The Contractor undertakes not to do, and not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The Contractor appoints a person who liaises with the Employer's Safety Officer, responsible for the premises relevant to the Contract. The person appointed shall on request:

- Supply the Employer's Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever required.
- Supply the Employer's Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall notify The Employer's Safety Officer of any changes thereto.

The Employer may, at any stage during the duration of this contract:

- Perform safety audits at the Contractor's premises, its workplace and its employees.

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- refuse any employee, Sub-Contractor or agent of the Contractor access to its premises if such person is found to commit any unsafe act or any unsafe working practice or is found not to be duly authorised nor qualified in terms of the Act;
- Issue the Contractor with an instruction to stop work should the Employer aware of any unsafe working procedure or condition or any non - compliance with The Act, Regulations and Procedures referred to in the Occupational Health and Safety Act - 85 of 1993 and all Regulations made hereunder as well as all the Employer's Safety and Operating Procedures. Any such instruction is not a compensation event. Furthermore, no Amendments to the act or the Regulations or reasonable amendment to the Employer's and Operating Procedures will entitle the Contractor to claim any additional costs or Time incurred in complying therewith, from the Employer

Safety Regulations of the Employer

- The Contractor conforms to the Eskom Plant Safety Regulations
- The Employer makes available to the Contractor, on request, a copy of the latest revision of the Plant Safety Regulations.

Safety requirements

- Annexure B
- Health and Safety plan/OHS manual.
- H&S costing
- Baseline OHS risk assessment.
- Valid letter of good standing or equivalent (LOGs)
- OHS policy (must be signed)
- Proof of OHS competency.

3.2 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated in the following:

All waste from the project must be disposed in a sound environmental manner in accordance with Tutuka Power Station Waste Management Procedure 14 Risk ENV-013. Oil spillages must be contained and cleaned as per Oil Spill Management procedure 15 ENPRENV-001. The project must conform to Eskom Environmental Legal and other Requirements procedure 14 Risk ENV-012 and the project must conform to Tutuka Power Station ISO14001 Standard with reference to Tutuka Power Station's Environmental Management System Manual 14 Risk ENV-010. All environmental incidents must be dealt with as per the Station's Incident Management, Corrective and Preventative Procedure 14 Risk PC-001 and all environmental incidents must be reported to the Environmental Department on site with Telephone Number 017-7495536/9200.

3.3 Quality assurance requirements

- No Site work is allowed unless the Employer accepts the Quality Management System requirements based on the scope of work.
- The Contractor must conform to Quality Management System-ISO 9001:2015 requirements.
- The Contractor will fully conform to the requirement of the Supplier Quality Requirement Specification (QM-58), Eskom standards, procedures and policies.
- Where applicable, all activities that need to have Quality control plans (QCP) must be in place which will be developed by the Contractor, also to be approved by Eskom Engineer prior execution of work.
- Where possible or needed, the Contractor might be audited by the client or any external party that will be auditing Eskom-Tutuka Power Station

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- All documents that will be arising from this project or contract must remain with the client.
- Where applicable, the Contractor must conform/comply with all statutory requirements
- All documented information as per Category 1, to be submitted prior work execution for purpose of evaluations.
- Where the principal Contractor will be sub-contracting, the principal Contractor must provide the documented information on how to control the sub-Contractor. The principal Contractor must take full responsibility of managing subcontracted supplier.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

The Contractor shall ensure that all personnel deployed under this contract are suitably qualified, competent, experienced, and medically fit to perform the services safely and effectively. The following minimum requirements shall apply:

- The Contractor shall submit the names, job titles, qualifications, and contact details of all personnel to the Service Manager prior to their deployment.
- Only trained, competent, and suitably qualified personnel shall be permitted to perform work under this contract. Evidence of qualifications, certifications, licences (where applicable), and relevant experience shall be provided upon request.
- All appointments of new personnel shall be made in writing by the Contractor.
- All personnel shall successfully complete the Employer's mandatory induction training and any other site-specific training before entering the site or commencing work.
- No new or replacement personnel shall be deployed without the prior written approval of the Service Manager.
- Replacement personnel shall possess qualifications, competencies, experience, and skill levels that are equal to or better than those of the personnel being replaced. Personnel shall be replaced within the same discipline, and the Contractor shall submit the replacement's curriculum vitae, qualifications, certifications, and proof of relevant experience for approval.
- The Contractor shall maintain records demonstrating each employee's qualifications, certifications, training, and relevant work experience, including references indicating where and when such experience was obtained. These records shall be made available to the Employer upon request.
- Where one or more Contractor employees are unavailable for reasons other than short-term sick leave (one to two days) or approved annual leave, the Contractor shall immediately provide suitable replacement personnel with equivalent qualifications and competencies to ensure continuity of the services.
- Whenever personnel are replaced, the Contractor shall complete and submit all required access-to-work documentation and any other site access requirements before the replacement personnel are permitted to enter the site.
- The Contractor shall ensure that only the approved number of personnel required to execute the services are deployed on site. Any additional personnel shall only be deployed with the prior approval of the Service Manager.
- The Contractor shall ensure that all personnel comply with Eskom policies, procedures, site rules, security requirements, and Life Saving Rules throughout the duration of the contract.
- The Contractor shall immediately notify the Service Manager of any changes to personnel, including resignations, terminations, long-term absences, or any circumstances that may affect service delivery.

Qualifications and Experience

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- The Contractor shall provide the following suitably qualified, competent, and experienced personnel to execute the services under this contract. Personnel shall meet the minimum qualifications and experience requirements specified in the table below.

#	Resource Title	Qualifications and Experience
1.	Administrator	- The Quality Administrator must have at least Grade 12 with Certificate in Office Management - Computer Literacy skills (Microsoft Office) 1 year experience of working in an office environment - Effective analytical and problem-solving skills - Ability to communicate clearly, concisely and effectively, both verbally and in writing - Be self-motivated, proactive and able to use own initiative whilst working as part of the team
2.	C&I Quality Inspector	- National Diploma in Instrumentation Engineering (Light Current/C&I) - Quality Management System Certificate 6 years of Heavy Industry experience of which 3 years is at a Power Station. 5 Years of Quality Control experience - DCS/SCADA/PLC experience. - Commissioning/Decommissioning - Experience - Knowledge or experience of - Eskom quality processes - Knowledge of Pneumatics and Hydraulics - Data book inspection, reviews and release.
3.	Civil Quality Inspector	- National Diploma in Civil Engineering. 5 years' Civil & Structural construction works experience of which at least 2 must have been in a heavy industry. - Understanding of the Occupational Health and Safety Act 85 of 1993, SANS 347 and also construction regulations. - Experience of managing quality control documentation/data books (Maintaining records of documentation including inspections, reports, test results and site instructions). - Knowledge of ISO 9001 requirements (advantageous). - Knowledge of Civil Engineering construction materials testing, (i.e., soil testing, concrete testing, structural steel inspections) building codes and quality standards is essential. - Knowledge of NCR processes. - Ability to read and interpret engineering drawings and documentation (method statements and review of scopes).
4.	Electrical Quality Inspector	- National Diploma in Electrical Engineering (Heavy Current) 8 years of Heavy Industry experience of which 4 years is at a Power Station. 5 years Electrical QC Inspector - Must be able to review scopes, generate or review PQPs

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		• Must be able to read engineering Drawings • Knowledge of NCR processes • Knowledge of ISO 9001 • Conduct Quality Audits • Data book inspection, reviews and release.
5.	Mechanical Quality Inspector	• National Diploma in Mechanical Engineering • 6 years of Heavy Industry experience of which 3 years is at a Power Station. • Knowledge of valves, gearboxes and rotating equipment e.g. pumps • Thorough understanding of conveyor belt systems operation, splicing, pulley lagging and belt repairs. • Ability to read measuring instruments, e.g. micrometer, vernier caliper, etc., • Knowledge in alignment of drive trains and or verification thereof. • Ability to check run outs. • Ability to read and interpret engineering drawings. • Hydraulics and pneumatics knowledge and understanding. • Knowledge of NCR processes. • Knowledge of ISO 9001 processes and procedures. • Data book inspection, reviews and release. • Understanding of Plant Condition Monitoring techniques and interpretation of results. • Knowledge and understanding of Power Plant Cooling Water Systems. • Have experience in the overhauling of pumps, valves (H.P & I.P control valves, emergency stop valves), and lube oil pump systems.
6.	Quality Supervisor	• National Diploma in Engineering • 10 years Heavy Industrial Experience of which 5 years at a Power Station, 2 years Supervisory Experience • 5 Years of Quality Control experience • Certificate of any Quality related courses • Knowledge of ISO 9001: 2015 quality management system • 5 Years of Quality Auditing Experience • Sound knowledge of Eskom Business processes • Knowledge of safety and risk assessment • Root Cause Analysis • Failure analysis • Knowledge of supplier audits • Knowledge of deviation control through NCR procedures. • Data book inspection, reviews and release.
7.	Safety Officer	• 5 years Safety Officer experience • Program in Safety Management • HIRA • Combined ISO 14001 & ISO 45001 Implementation • Combined ISO 14001 & ISO 45001 Introduction • Legal Liability • HSERQMAT (SAMTRAC)

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		• ISO 14001 & ISO 45001 Internal Auditors • HSE Supervisor • Incident Investigation • Risk Assessment • Computer Literacy (Microsoft Office Suite)
8.	Welding Quality Inspector	• Either SAIW Welding and Fabrication Inspector Level II or IIW International Welding Inspector: Comprehensive (IWI- C) or IIW International Welding Inspector: Standard (IWI- S) • 6 years of Heavy Industry experience of which 3 years is at a Power Station. • 3 years of Quality Control experience in Welding • Knowledge of receiving and inspections on all plates, pipes and tools components. • Experience and good knowledge of scope of work reviews. • Review of QCP's, Verification of Drawings and Materials. • Verification marking out of cut lines as per Engineering Instructions. • Verification of NDT reports and procedures. • Verification of consumables. • Witnessing of fit-ups, root runs and weld contour. • Verify welding procedures and welding qualifications. • Control of deviation through NCR procedures. • Final inspection data book reviews and release. • In depth knowledge of all welding standards, design, inspections and testing Codes • Specifications relevant to Power Generation industry. • Witnessing pressure and leak tests. • Red seal welding certificate is an added advantage • Data book inspection, reviews and release. • Knowledge of ISO 9001:2015 and ISO3834 Standards
9.	Welding Supervisor (All Plant Areas)	• SAIW Welding and Fabrication Inspector Level I with either International Welding Specialist, (IWS) or International Welding Practitioner, (IWP) • 6 years of Heavy Industry experience of which 3 years is at a Power Station. • 3 years of Quality Control experience in Welding • Knowledge of receiving and inspections on all plates, pipes and tools components. • Experience and good knowledge of scope of work reviews. • Review of QCP's, Verification of Drawings and Materials. • Verification marking out of cut lines as per Engineering Instructions. • Verification of NDT reports and procedures. • Verification of consumables. • Witnessing of fit-ups, root runs and weld contour. • Verify welding procedures and welding qualifications. • Control of deviation through NCR procedures. • Final inspection data book reviews and release. • In depth knowledge of all welding standards, design, inspections and testing Codes • Specifications relevant to Power Generation industry.

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		• Witnessing pressure and leak tests. • Red seal welding certificate is an added advantage • Data book inspection, reviews and release. • Knowledge of ISO 9001:2015 and ISO3834 Standards
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4.1.2 BBBEE and preferencing scheme

- As per clause Z3 within Contract Data.

Procurement requirements

PPPFA STRATEGY

Indicate the percentage (%) that is allocated to:

Price	90%
BBBEE Status	10%
Designated commodity (Yes/No)	No

Section 1: Specific Goals

A maximum of 10 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)
- In a case of a trust, consortium or joint venture (including incorporated consortia and joint ventures), a consolidated B-BBEE status level verification certificate.

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Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 90 for price
- Scores 0 points out of 10 for specific goals

Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

2.1 Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

YES	NO
☐	☒

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Not Applicable	Not Applicable	Not Applicable

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are tender returnable if applicable.

Section 3: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-

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BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderers are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate

2. 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%	

3. Subcontracting / Procurement spends on entities with a minimum 51% black ownership.

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g., overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated	Eskom Target	Tenderer Proposal
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Group		
Black Owned	10%	

- 4. 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

5. 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	Entry Level	Output	Tenderers Proposal
Internship Mechanical	1	Minimum National Diploma in Mechanical Engineering or equivalent	24-months internship programme with relevant workplace exposure and practical experience	
Internship Electrical	1	Minimum National Diploma in Electrical Engineering or equivalent	24-months internship programme with relevant workplace exposure and practical experience	
Internship C&I	1	Minimum National Diploma in Mechanical Engineering or equivalent	24-months internship programme with relevant workplace exposure and practical experience	

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.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies,

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and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

Section 3: SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations by the contractor.

Section 4: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

Section 5: Market Research

The following information demonstrates market analysis and assisted in arriving at the targets above.

<u>Current Suppliers Providing the Services</u>	Potential Suppliers:
• None	• Open market

Section 6: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits:

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Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner or member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements or management account. (Mark the applicable option).**
- Financial year end as per the **enterprise's registration documents**, which was used to determine the total revenue. (Financial year end to be stipulated by **day/month/year**).
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

4.2 Subcontracting

4.2.1 Preferred Subcontractors

- No preferred subcontractors are identified for this contract.
- The Contractor shall not subcontract any part of the service without the prior acceptance of the Service Manager.
- Any proposed subcontracting shall be submitted to the Service Manager for approval, and such approval shall not relieve the Contractor of any of its obligations under the Contract.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

- In accordance with Clause 26.3 of the NEC3 Term Service Contract, the Contractor shall submit full details of any proposed subcontractor to the Service Manager for acceptance prior to the award of any subcontract.

The submission shall include, as a minimum:

- The scope of work to be subcontracted.
 - The proposed subcontractor's company profile.
 - Proof of relevant experience and technical competence.
- The Contractor shall carry out a fair and transparent assessment of subcontract tenders and shall demonstrate, upon request, that subcontractors have been selected based on competence, capability, compliance, and value for money.
- Acceptance by the Service Manager of any subcontractor shall not relieve the Contractor of any responsibility or liability under the Contract.

4.2.3 Limitations on subcontracting

- Sub-Contracting will only be allowed with a written permission from the Service Manager only
- The Contractor shall remain fully responsible for the provision of the service and for the performance of any subcontractor in accordance with Clause 26.3 of the NEC3 Term Service Contract.
- Subcontracting shall be subject to the following limitations:
 - No subcontracting shall be undertaken without the prior acceptance of the Service Manager.
 - The Contractor shall not subcontract the whole of the service.
 - Subcontracting shall not compromise safety, quality, programme, or contractual obligations.
 - The Contractor shall ensure that all subcontractors comply with the conditions of the Contract, including Health and Safety, environmental, and site-specific requirements; and

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- Any subcontracting undertaken without acceptance by the Service Manager may be treated as a breach of contract and may result in associated costs being treated as Disallowed Cost in terms of Clause 11.2(6).

4.2.4 Attendance on Subcontractors

- In accordance with Clause 26.3 of the NEC3 Term Service Contract, the Contractor shall provide all necessary management, supervision, coordination, and attendance on subcontractors to ensure that the service is provided in full compliance with the Contract.
- Attendance on subcontractors shall include, but not be limited to:
 - Overall management, direction, and supervision of subcontractors' activities.
 - Coordination of subcontractors with the Contractor's own personnel and other contractors on site.
 - Provision of site access arrangements, inductions, and supervision.
 - Monitoring of performance, quality, safety, and compliance with the Contract; and
 - Ensuring that subcontractors comply with all Health and Safety, environmental, and site-specific requirements.
- The Contractor shall be fully responsible for the acts, omissions, and performance of its subcontractors. Any costs associated with attendance on subcontractors shall be deemed to be included in the Prices and no additional payment shall be made unless expressly provided for under the Contract.

4.3 Plant and Materials

4.3.1 Specifications

- The Contractor shall conduct Quality Control inspections on behalf of Eskom to provide an assessment of conformance to specification and quality requirements.

4.3.2 Correction of defects

The Contractor shall promptly identify, record, and report all quality-related defects, non-conformances, deviations from approved specifications, procedures, standards, or quality requirements identified during the execution of the service.

- All quality-related defects and non-conformances shall be reported immediately to the Service Manager.
- The Contractor shall record all identified defects in the applicable quality records and provide sufficient supporting evidence, including inspection reports, photographs, test results, and any other relevant documentation.
- The Contractor shall issue a Non-Conformance Report (NCR), where applicable, in accordance with the Employer's quality management system and procedures.
- The Contractor shall monitor the status of all reported defects and verify that corrective actions have been implemented before the affected work is accepted or closed out.
- The Contractor shall immediately notify the Service Manager of any defect that could compromise plant safety, equipment integrity, statutory compliance, or the successful execution of the works.
- The Contractor shall maintain a register of all quality-related defects and provide progress updates to the Service Manager until all defects have been satisfactorily resolved and closed.

4.3.3 Contractor's procurement of Plant and Materials

- The Contractor shall supply, and maintain all Plant, tools, equipment, and consumable materials necessary for the execution of the services, unless otherwise stated in this contract.
- The Contractor shall provide all consumables required to perform the services, including those necessary for inspections, testing, and routine service delivery.
- All Plant, tools, equipment, and consumables supplied by the Contractor shall be fit for purpose, maintained in a safe and serviceable condition.
- The Contractor shall ensure that adequate quantities of consumables are available at all times to prevent delays or interruptions to the services.

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4.3.4 Tests and inspections before delivery

- The Contractor shall provide Quality Control services in accordance with the requirements detailed in Section 5.11 of the Contract Data and the Service Information.
- The Contractor shall be responsible for performing, coordinating, and witnessing the inspections and tests necessary to verify that all maintenance, outage, and project activities comply with the applicable technical specifications, approved quality plans, inspection and test plans (ITPs), codes, standards, statutory requirements, and Eskom procedures before the work is accepted by the Employer.

The Contractor's responsibilities shall include, but not be limited to:

- Performing physical quality inspections at predefined hold points, witness points, and surveillance points.
- Witnessing inspections and tests conducted on-site and off-site by Contractors, manufacturers, suppliers, and Original Equipment Manufacturers (OEMs), where applicable.
- Verifying that materials, equipment, workmanship, and completed work comply with the specified quality requirements before acceptance by the Employer.
- Reviewing inspection and test records, quality documentation, certificates of conformity, and other quality-related records for completeness and compliance.
- Recording inspection results and promptly reporting any quality deviations or non-conformances to the Service Manager.
- Recommending acceptance, conditional acceptance, or rejection of work based on compliance with the specified quality requirements.
- The Contractor shall not authorise the acceptance of any work that does not comply with the specified quality requirements and shall immediately notify the Service Manager of any non-conformance that may affect the integrity, reliability, safety, or performance of the plant.

4.3.5 Plant & Materials provided “free issue” by the Employer

- No Plant or Materials will be provided to the Contractor on a free-issue basis.
- The Contractor shall provide all Plant, tools, equipment, consumables, and other resources necessary to execute the services, except where the Service Information specifically states that certain facilities or equipment will be provided by the Employer.

4.3.6 Cataloguing requirements

- Not applicable.

5 Working on the Affected Property

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

- Lifesaving rules must be adhered at all times.
- No employee will be allowed to access the plant or to work without access permit issued.
- All personnel must attend induction before working on site and they must obtain gate permits via the Service Manager.
- Unauthorised access to site is prohibited.
- No recruitment on site or at the main access gates.
- All activities to comply with the OHSACT regulations.

5.2 People restrictions, hours of work, conduct and records

- The Contractor shall comply with the Employer's site access requirements, security procedures and code of conduct.

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Employer's Normal Working Hours:

- Monday to Thursday: 07:00 – 16:15
- Friday: 07:00 – 12:00

Restrictions and Conduct:

- Vehicles shall be subject to security screening and inspections at the entrance and exit gates.
- Contractor employees shall always carry valid identification and any required permits or authorisations.
- The Contractor shall ensure that all services are coordinated with the Service Manager and do not disrupt plant operations.
- All Contractor personnel shall conduct themselves in a professional, respectful, and responsible manner while on Eskom premises and shall comply with all lawful instructions issued by the Employer's authorised representatives.
- The use of alcohol, illegal drugs, or any intoxicating substances on site is strictly prohibited. Personnel reporting for duty under the influence will be denied access and removed from site.
- Smoking is only be permitted in designated smoking areas.
- The use of mobile phones or other electronic devices while walking or driving on site is strictly prohibited.
- The Employer reserves the right to refuse entry to, or remove from site, any Contractor personnel who fail to comply with Eskom's safety, security, conduct, or access requirements.

5.3 Health and safety facilities on the Affected Property

The Contractor to provide own Emergency preparedness procedure and align to site emergency procedure. In cases of emergency or when these are inadequate, the Employer has the following facilities on site which may be made available to the Contractor, however, the Employer is entitled to recover the associated costs from the Contractor.

- Proto team on each shift
- Medical Station and relevant staff on Site.
- Each workshop has a first aid box available.
- Yearly induction for all personnel.
- In an emergency the contract supervisor and Service Manager must notified immediately

First aid centre

- The Contractor provides a first aid service to his employees and Sub-Contractors. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's medical centre and facilities are available.
- Outside the Employer's office hours, the Employer's first aid services are only available for serious injuries and life-threatening situations.
- The Employer is entitled, however, to recover the costs from the Contractor for the use of the above Employer's facilities

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

- Proper care of the natural environment is important to prevent nuisance and environmental degradation.
- All Contractors shall comply with Eskom environmental management procedures and Environmental legislation
- Environmental incidents shall be reported to the Eskom Environmental Department as per incident management requirements.

Waste Management

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- Waste segregation is important to facilitate recycling of waste. Ensure that waste material is disposed in the correct bin.
- Eskom periodically collects waste from the bins for disposal in the correct manner.
- No waste should be burned or buried on site.
- Where Eskom and the Contractor have agreed that the Contractor is responsible for the
- Disposal of its waste, the Contractor shall safely dispose of such waste and keep disposal certificates filed.

Types and colours of bins used on site:

- Yellow bin for domestic waste
- Orange bin for hazardous waste
- Maroon bin for scrap
- Green box for cartridges
- Blue box for recyclable paper

Radiation protection

The Contractor conforms to the Employer's procedure OMOP 2049 and OMOP 2051 when performing any industrial radiography.

Hazardous Substances

It is required in terms of the General Administrative Regulation (Regulation 7) of the Act that any manufacturer, importer, seller or supplier of hazardous chemical substances shall supply the receiver, free of charge with sufficient information for the user, to enable the user to introduce the necessary measures as regards the protection of the health and safety of persons. It is therefore the responsibility of the supplier (dealing directly with the Employer) to supply the information. If information is not available for whatever reason, the supplier must indicate and give reasons to the Employer.

Handling of waste produced by the Contractor

- All waste introduced to and/or produced on the Employer's premises, by the Contractor, for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act 1994 Ref.: BN0621-16296-5.
- The Contractor is responsible to appoint a waste coordinator to ensure that all waste produced is handled according to the applicable legislation.
- The Contractor is required to ensure that all goods, services or work supplied in terms of the contract conform to all applicable environmental legislation. Where work is done on the Employer's site, the goods, services or work supplied also conforms to the Employer's environmental specifications.

Waste from the cleaning and maintenance of equipment

The *Contractor* is responsible to contain all waste due to cleaning and maintenance of equipment and disposes of as described below.

Stockpiling of waste

Waste is removed promptly to the designated deposit areas. No stockpiling is permitted.

Hazardous waste

Waste declared as hazardous substances in terms of the Hazardous Substances Act no 15 of 1973 is the responsibility of the *Contractor* to ensure safe removal from the property to a registered Class 1 site

Pest Control

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- Only approved herbicides with a low environmental risk shall be used for pest control.
- Only registered pest controllers may apply herbicides on a commercial basis.
- Application of herbicides shall be in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 194.

Water Conservation

- Incidents related to water pollution must be reported to the Eskom environmental department within 24 hours.
- Report / fix leaking taps and pipes to save water.
- Use water sparingly.
- Chemical substances shall not be disposed of in wastewater or storm water drains.

Air Pollution

- Dust suppression measures must be in place to reduce airborne dust.
- Noxious and offensive odours arising from work activities shall be adequately controlled.

Ground Pollution

- Measures to prevent or control ground contamination shall be put in place e.g. drip trays, bund walls.
- Spill containment, clean-up and ground rehabilitation shall be done as per Tutuka procedures

5.5 Cooperating with and obtaining acceptance of others

Interface with Others

- The Contractor shall work in close collaboration with the Service Manager, the Employer's designated representatives, Original Equipment Manufacturers (OEMs), and other Contractors to facilitate the effective execution of Quality Control (QC) inspection activities. The Contractor shall coordinate all inspection, surveillance, witnessing, and reporting activities to minimise disruption to the Employer's operations while ensuring compliance with the applicable quality requirements.
- The Contractor shall maintain effective communication with all relevant stakeholders and promptly escalate any quality-related concerns, non-conformances, or risks that may impact the execution of maintenance, outage, or project activities.

Planning

The Contractor shall plan, coordinate, and schedule all Quality Control inspection activities in consultation with the Service Manager to support planned and unplanned outages, maintenance, and project execution. Planning shall ensure that:

- Quality inspections are performed at the required hold, witness, and surveillance points.
- Adequate qualified resources are available to support the Employer's work programme.
- Inspection activities are aligned with approved outage schedules, maintenance plans, project schedules, and work priorities.
- Any circumstances that may affect inspection activities or service delivery are communicated to the Service Manager without delay.

Progress Reporting

The Contractor shall submit progress reports to the Service Manager at the frequency specified in the contract or as requested by the Service Manager.

The reports shall include, but not be limited to:

- Quality inspections completed.

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- Planned inspections outstanding.
- Witness and hold point inspections conducted.
- Non-Conformance Reports (NCRs) raised and their status.
- Corrective actions and close-out status.
- Quality trends and recurring non-conformances.
- Risks and constraints affecting service delivery.
- Any quality-related issues requiring management attention.
- Resource deployment and utilisation.

Completion

Upon completion of each maintenance, outage, or project activity, the Contractor shall:

- Complete all required Quality Control inspections in accordance with the approved Quality Control Plans (QCPs), Inspection and Test Plans (ITPs), technical specifications, applicable codes, standards, and Eskom procedures.
- Submit all inspection reports, surveillance reports, Non-Conformance Reports (where applicable), inspection checklists, quality records, and any supporting documentation to the Service Manager.
- Verify that all quality records are complete, accurate, and traceable.
- Confirm that all identified quality non-conformances have been reported and that corrective actions have been implemented or formally handed over for close-out.
- Provide recommendations regarding the acceptance or otherwise of the completed work based on compliance with the specified quality requirements.

At the completion of the contract, the Contractor shall submit all outstanding quality records, inspection reports, Non-Conformance Reports, surveillance records, lessons learnt, and any other contract documentation to the Service Manager.

Requirements for Completion

Completion is achieved when:

- All Quality Control inspection activities have been completed in accordance with the Scope of Work and the contract requirements.
- All required inspection reports, quality records, surveillance reports, and supporting documentation have been submitted and accepted by the Service Manager.
- All quality-related defects and non-conformances have been identified, reported, and appropriately addressed or formally accepted by the Employer.
- All contractual deliverables have been completed to the satisfaction of the Service Manager.
- All quality records have been handed over to the Employer in accordance with the contract requirements.

5.6 Records of Contractor's Equipment

- All contractor's equipment and tools must be marked and a list of all tools with the identification number to be provided to the Service Manager when entering site.
- All lost equipment and tools to be declared to the Service Manager and full details of incident.
- Contractor's equipment (Cell phones with Camera's, Computers, Camera's etc) to be declared and signed in at security.
- All test equipment must be calibrated and tested regularly, and certificates must be handed in to the Service Manager for record keeping

All equipment and appliances

- All equipment or appliances used by the Contractor conforms to the applicable South African Safety Standards and is maintained in safe and proper working condition.

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- The Service Manager has the right to stop the Contractor's use of any equipment or appliance that in the Service Manager's opinion does not conform to the foregoing.
- The Contractor only employs skilled persons, certified in terms of the relevant acts.

5.7 Equipment provided by the *Employer*

- Where required for the execution of the services, the Employer shall provide access to the following equipment and facilities, subject to availability, operational requirements, and compliance with the Employer's procedures:
- Mobile cranes, overhead cranes, forklifts, air winches, and other lifting equipment required to facilitate inspection activities. Such equipment shall be operated only by the Employer's authorised personnel.
- Scaffolding required to provide safe access for Quality Control inspections at elevated or otherwise inaccessible work locations. The erection, modification, inspection, certification, and dismantling of scaffolding shall be undertaken by the Employer or its appointed scaffolding Contractor in accordance with applicable statutory requirements and Eskom procedures.
- Access to plant areas, work fronts, inspection points, and Employer-owned facilities necessary for the execution of the services.
- The Contractor shall notify the Service Manager in advance of any access requirements to allow for adequate planning and coordination. The Contractor shall not modify scaffolding unless specifically authorised in writing by the Employer.
- The Contractor shall remain responsible for providing all inspection tools, portable equipment, measuring instruments, personal protective equipment (PPE), and consumables required to execute the services under this contract.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

The Employer shall provide the following facilities and services for the execution of the works:

- A 220 V and 380 V AC electrical power supply at existing designated connection points for the purpose of executing the services.
- Potable water at existing designated supply points in reasonable quantities for the execution of the services. The Employer does not guarantee an uninterrupted water supply, and any temporary interruption shall not constitute a compensation event.
- Access to welfare facilities, including toilets and ablution facilities, available within the power station.
- Suitable work areas and access to plant and equipment required to perform the Quality Control inspection services.
- Scaffolding, where required to provide safe access for inspections. Requests for scaffolding for planned (non-emergency) work shall be submitted to the Service Manager at least two (2) working days in advance to facilitate planning and erection. Emergency requirements shall be accommodated subject to operational priorities and resource availability.
- Gas testing and the issue of environmental clearance certificates, where required, before entry into confined spaces or other designated hazardous work areas, in accordance with the Employer's safety procedures.
- Employer-specific induction training, safety training, and any other mandatory site training required for personnel to gain access to and perform work at Tutuka Power Station.

The Contractor shall coordinate all requests for Employer-provided facilities and services through the Service Manager and shall ensure that these resources are used solely for the execution of the services under this contract.

5.8.2 Provided by the *Contractor*

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- Contractor to provide and ensure safe transportation services for all Contractor's employees and it must comply with 32-93 and 33-345 procedures.
- Contractor to provide own (coffee, sugar, milk, tea, etc.)
- All computers and printers, and accessories needed to be provided by the Contractor.
- All PPE to be provided by Contractor for all weather types and must be SABS approved and meet Eskom standards.
- Gloves and dusk masks shall be supplied by the Contractor.
- Provide SABS approved Safety harnesses as per Eskom Safety requirements and must be inspected daily and logged.
- Contractor shall provide a Method Statement explaining how the SOW will be executed, and this must form part of the Tender returnable.
- The Contractor makes own arrangements for accommodation and meals.
- The Contractor provides its own cell phone and the cost thereof.
- The Contractor is responsible for all non-Eskom telephone calls, faxes and internet usages.
- All portable inspection tools and equipment (e.g. Tape measure, Vernier Calliper, Micrometre, Coveyor belt hardness tester, hygrometer, Multimeter, Megger etc.) necessary to perform the Quality Control services, unless otherwise stated in the contract.
- Cameras, laptops, tablets, stationery, and other resources required to capture, record, and report inspection findings.
- Consumables required to perform the services, including inspection markers, identification tags, batteries, cleaning materials, and other expendable items.
- Any additional materials or facilities necessary to execute the services that are not specifically identified as being provided by the Employer.
- The Contractor shall ensure that all inspection records, QC check sheets, test reports, and supporting documentation are complete, accurate, traceable, and submitted to the Service Manager in accordance with the requirements of this contract.

5.9 Control of noise, dust, water and waste

The Contractor shall execute the services in a manner that minimises the generation of noise, dust, waste, and any adverse environmental impacts, and shall comply with all applicable environmental legislation, Eskom procedures, and site-specific requirements.

The Contractor shall:

- Maintain good housekeeping practices at all work areas and ensure that waste generated during the execution of the services is collected, segregated, and disposed of in accordance with the Employer's waste management procedures.
- Immediately report any environmental incidents, spills, excessive dust generation, excessive noise, or unsafe conditions observed during the execution of the services to the Service Manager and the Employer's designated representative.
- Ensure that inspection activities do not unnecessarily interfere with the Employer's operations or contribute to environmental pollution or unsafe working conditions.

5.10 Hook ups to existing works

Not applicable

5.11 Tests and Inspections

5.11.1 Description of Tests and Inspections

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The Contractor shall coordinate and control Quality Control (QC) activities to ensure that maintenance, outage, and project work is executed in accordance with approved Quality Control Plans (QCPs), Inspection and Test Plans (ITPs), technical specifications, applicable codes, standards, statutory requirements, and Eskom procedures.

The Contractor shall:

- Review and verify Quality Control Plans (QCPs), Inspection and Test Plans (ITPs), inspection procedures, and quality requirements before the commencement of work.
- Coordinate Quality Control inspection activities with the Employer, Contractors, Original Equipment Manufacturers (OEMs), and other stakeholders to support planned and unplanned outages, maintenance, and project activities.
- Perform physical inspections and witness hold points, witness points, and surveillance points during the execution of the works.
- Verify that materials, equipment, workmanship, and completed work comply with the approved technical specifications, engineering standards, and quality requirements.
- Monitor compliance with approved procedures, technical specifications, and quality control requirements throughout the execution of the works.
- Identify quality-related defects and non-conformances, raise Non-Conformance Reports (NCRs) where applicable, and monitor the implementation and close-out of corrective actions.
- Review inspection records, test results, certificates, and other quality documentation to verify compliance and completeness.
- Maintain accurate and traceable inspection records and submit quality inspection reports to the Service Manager in accordance with the contract requirements.
- Identify quality risks that may affect the successful execution of maintenance, outage, or project activities and promptly report them to the Service Manager.
- Immediately notify the Service Manager of any quality issue that may compromise plant safety, equipment integrity, statutory compliance, or the successful execution of the works.
- Recommend the suspension of work where quality requirements are not being met or where continued work may result in unacceptable quality outcomes. The Contractor shall not issue stop-work instructions unless specifically authorised by the Employer.

5.11.2 Materials facilities and samples for tests and inspections

- In accordance with Clause 40.2 of the NEC3 Term Service Contract, the Employer and the Contractor shall provide the materials, facilities, and samples required to perform or witness the tests and inspections specified in this contract.
- (a) Materials, Facilities and Samples Provided by the Employer
- The Employer shall provide:
 - Access to the plant, equipment, components, materials, and work areas requiring Quality Control inspections.
 - Approved drawings, technical specifications, Quality Control Plans, Inspection and Test Plans, procedures, standards, and other technical documentation required for the execution of the services.
 - Access facilities, including scaffolding, lifting equipment, lighting, and work platforms, where required to safely perform inspections.
 - Material samples, test specimens, and components requiring inspection or witnessing, where such items form part of the Employer's maintenance, outage, or project activities.
 - Access to Employer facilities necessary for the execution of the services.

6 List of drawings

6.1 Drawings issued by the *Employer*

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- The Employer shall make available all relevant drawings required for the execution of the services. Such drawings may be obtained from the Service Manager upon request.
- The Contractor shall ensure that only the latest approved revisions of the drawings are used when performing Quality Control inspections and shall immediately notify the Service Manager of any discrepancies, omissions, or inconsistencies identified in the drawings.

7 Appendix A: Low Service Damages Table

Item	Description of Task	Quality of Performance	Reason for Damages	Damages to be Implemented
1	Perform Quality Control inspections.	Inspections completed as scheduled and in accordance with approved QCPs, ITPs, specifications, and procedures.	Failure to perform scheduled inspections or incomplete inspections.	2% of the total of the Prices of the applicable Task Order per occurrence, capped at a maximum of 10% of the total of the Prices of the applicable Task Order.
2	Submit quality reports and inspection records.	Reports submitted accurately and within the agreed timeframe.	Late, incomplete, or inaccurate submission of reports.	2% of the total of the Prices of the applicable Task Order per occurrence, capped at a maximum of 10% of the total of the Prices of the applicable Task Order.
3	Attend hold and witness points.	Attendance at all scheduled hold and witness points.	Failure to attend scheduled hold or witness points.	2% of the total of the Prices of the applicable Task Order per occurrence, capped at a maximum of 10% of the total of the Prices of the applicable Task Order.
4	Deploy competent QC personnel.	Qualified personnel available throughout the Task Order.	Failure to provide the required competent personnel.	2% of the total of the Prices of the applicable Task Order per occurrence, capped at a maximum of 10% of the total of the Prices of the applicable Task Order.
5	Failure to meet any Key Performance Indicator (KPI) specified in Appendix B.	The Contractor shall consistently achieve the agreed KPIs within the required timeframes and performance standards.	Failure to achieve or maintain any agreed KPI, including repeated or material underperformance against the specified performance requirements.	2% of the total of the Prices of the applicable Task Order per occurrence, capped at a maximum of 10% of the total of the Prices of the applicable Task Order.

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8 Appendix B: Key Performance Indicators

No.	Key Performance Indicator	Performance Measure	Target	Measurement Frequency
KPA: Failure Investigation and Quality Improvement Objective: Improve plant reliability by identifying quality-related causes of failures and implementing preventative quality interventions to prevent recurrence.				
1	Boiler Tube Leak Failure Investigation and Quality Improvement	Number of completed Boiler Tube Leak Failure Investigation Reports submitted to the Employer, including root cause, failure mechanism, findings, recommendations and corrective actions.	All, (i.e.100%) of Boiler Tube Leak Failure Investigations completed and reports submitted within the agreed turnaround time.	6-Monthly
2	Mechanical Failure Investigation and Quality Improvement	Number of completed Mechanical Failure Investigation Reports for allocated mechanical equipment failures or defects, including root cause, findings, recommendations and corrective actions.	Minimum 6 completed reports per assessment period.	6-Monthly
3	Control and Instrumentation Failure Investigation and Quality Improvement	Number of completed Control and Instrumentation Failure Investigation Reports for allocated failures or defects, including root cause, findings, recommendations and corrective actions.	Minimum 4 completed reports per assessment period.	6-Monthly
4	Electrical Failure Investigation and Quality Improvement	Number of completed Electrical Failure Investigation Reports for allocated electrical equipment failures or defects, including root cause, findings, recommendations and corrective actions.	Minimum 4 completed reports per assessment period.	6-Monthly
5	Failure Trend Analysis and Improvement Opportunities	Submission of consolidated failure trend analysis report identifying recurring failure mechanisms and improvement opportunities.	1 comprehensive trend analysis report per assessment period.	6-Monthly