



## NEC3 Term Service Contract (TSC3)

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

and .....  
(Reg No. \_\_\_\_\_)

for **INSPECTION, REPAIRS, FABRICATE, SUPPLY AND  
INSTALL OF CERAMIC LINED PULVERISED FUEL  
PIPES, HANGERS AND SUPPORTS AT KRIEL  
POWER STATION OVER A PERIOD OF FIVE YEARS.**

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

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

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# C1.1 Form of Offer & Acceptance

## Offer

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

**INSPECTION, REPAIRS, FABRICATE, SUPPLY AND INSTALL OF CERAMIC LINED PULVERISED FUEL PIPES, HANGERS AND SUPPORTS AT KRIEL POWER STATION OVER A PERIOD OF FIVE 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 or C	The offered total of the Prices exclusive of VAT is	<b>R</b>
	Sub total	<b>R</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R</b>
	(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:

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

**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton,  
Johannesburg, 2199**

Name &  
signature of  
witness

Date

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

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

Note:

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

No.	Subject	Details
1		

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 \_\_\_\_\_

**Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199**

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 TSC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b>  <b>X1: Price adjustment for inflation</b> <b>X2 Changes in the law</b> <b>X17: Low service damages</b> <b>X18: Limitation of liability</b> <b>X19: Task Order</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract April 2013 <sup>1</sup> (TSC3)	
10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>+27 13 296 3792[•]</b>
	Fax No.	
10.1	The <i>Service Manager</i> is (name):	<b>Yolani Cwala</b>
	Address	<b>Eskom Holdings SOC Limited, Kriel Power Station, Generation, Group, Cluster 3 Ogies/Bethal Road, Kriel</b>
	Tel	<b>+27 21 550 5950</b>
	Fax	<b>Not applicable</b>
	e-mail	<b>CwalaOY@eskom.co.za</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

11.2(2)	The Affected Property is	<b>Eskom Kriel Power station</b>
11.2(13)	The <i>service</i> is	<b>Inspection, Repairs, Fabricate, Supply and Install of Ceramic Lined Pulverised Fuel Pipes, Hangers And Supports.</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>- <b>Any matter that has cost implication outside the agreed terms.</b></li> <li>- <b>Any matter that may cause delays in the service.</b></li> <li>- <b>Any force majeure issue such as protests, covid restrictions.</b></li> </ul>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Within 24 hours (1 day)</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>1 week of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is	<b>5 years (60 moths)</b>
<b>4</b>	<b>Testing and defects</b>	<b>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</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the 25 day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>4 weeks.</b>
51.4	The <i>interest rate</i> is	<p><b>the publicly quoted prime rate of interest (calculated on a 365 day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</b></p> <p><b>(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</b></p>



Fax No.

To be known when dispute arises

e-mail

To be known when dispute arises

W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) or its successor body.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>

**12 Data for secondary Option clauses**

<b>X1</b>	<b>Price adjustment for inflation GG</b>													
	The <i>base date</i> for indices is	<b>One month prior the tender closing date. (2nd,3rd ,4th and 5th years anniversary are subjected to CPA claim).</b>												
	The proportions used to calculate the Price Adjustment Factor are:	<table border="1"> <tr> <td><b>proportion</b></td> <td><b>linked to index for</b></td> </tr> <tr> <td><b>0.77</b></td> <td><b>Labour- SEIFSA- Labour Table C3</b></td> </tr> <tr> <td><b>0.05</b></td> <td><b>Consumables-Stats SA(SEIFSA) -T</b></td> </tr> <tr> <td><b>0.03</b></td> <td><b>Travel - SEIFSA – Table L-1</b></td> </tr> <tr> <td><b>0.15</b></td> <td><b>non-adjustable</b></td> </tr> <tr> <td><b>1.00</b></td> <td></td> </tr> </table>	<b>proportion</b>	<b>linked to index for</b>	<b>0.77</b>	<b>Labour- SEIFSA- Labour Table C3</b>	<b>0.05</b>	<b>Consumables-Stats SA(SEIFSA) -T</b>	<b>0.03</b>	<b>Travel - SEIFSA – Table L-1</b>	<b>0.15</b>	<b>non-adjustable</b>	<b>1.00</b>	
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<b>0.15</b>	<b>non-adjustable</b>													
<b>1.00</b>														
<b>SX2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>												
<b>X17</b>	<b>Low service damages</b>													
X17.1	The <i>service level table</i> is in	<b>Part C1.2a ,Annexure A page 12.</b>												
<b>X18</b>	<b>Limitation of liability</b>													
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>												
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event</b>												

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• <b>the total of the Prices at the Contract Date</b></li> </ul> <p><b>and</b></p> <ul style="list-style-type: none"> <li>• <b>the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</b></li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• <b>Defects due to his design, plan and specification,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Affected Property,</b></li> <li>• <b>loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and</b></li> <li>• <b>infringement of an intellectual property right.</b></li> </ul>
X18.5	The <i>end of liability date</i> is	<b>1 month after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>14 days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b> <b>Z1 to Z14 always apply.</b>	

**Z1 Cession delegation and assignment**

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

**Z2 Joint ventures**

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

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

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

**Z4 Confidentiality**

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

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

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

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

**Z8 Notifying compensation events**

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

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

**Z9 Employer’s limitation of liability**

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

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

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

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

**Z11 Ethics**

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

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

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

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

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

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

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

**Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

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

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

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

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

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

**Z12 Insurance**

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

**Insurance cover 83**

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

**INSURANCE TABLE A**

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

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

**Insurance by the Employer** 86

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

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

**Z14 Asbestos**

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

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

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z4.7 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.

### Annexure A: Table of low service damages (X17)

Low Service Damage Description	Value of Low Service Damages	Limit of Low Service Damage
Service delaying the Outage Critical Path (Delaying other Contractor(s) from starting/completing their work)	2.5% of Task Order per day	Limited to 10% of the Task Order value
Service delays not finishing as per agreed upon Programme submitted to the <i>Service Manger</i>	1.5% of Task Order per day	Limited to 10% of the Task Order value
Submission of documents as per agreed upon CDSS in this <i>service agreement</i>	1% of Task Order per day	Limited to 10% of the Task Order value
Rework due to poor workmanship.	2.5% of Task Order per day	Limited to 10% of the Task Order value
Daily Progress Updated Programme	1% of Task Order per day	Limited to 10% of Task Order Value
No response of NCR within 3 days	1.5% of Task Order per day	Limited to 10% of Task Order Value
No adequate Authorised Supervisors after 1 month of contract start date	1% of Task Order per day	Limited to 10% of Task Order Value
No authorised Responsible Person after 3 months of contract start date (Enough RPs for resources on site as per PSR)	1% of Task Order per day	Limited to 10% of Task Order Value
Safety (Penalty will be either point 1 or 2 and not simultaneous)	1. Zero lost time injuries within the duration of the outage 2. Reduction of total recordable incidents (LTI, MI, FA as per station contract index)	Limited to 3% of Task Order Value

# C1.2 Contract Data

## Part two - Data provided by the Contractor

### Notes to a tendering contractor:

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

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

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

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

Experience:

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

<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>Part C2-Pricing Data</b>
11.2(19)	The tendered total of the Prices is	<b>R</b>

## PART 2: PRICING DATA

### TSC3 Option A

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	4

## 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:

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

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

### 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;
- 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.

## C2.2 the price list

SECTION NO 1: PRELIMINARY AND GENERAL	Uom	Qty	Required Resources	Rate	Amount
Site Establishment	Sum	1			
Health and safety requirements (Induction, PPI, Safety file, Medicals)	Annually	5			
Transport - Per Outage	P/Outage	15			
Accomodation - Per Outage	P/Outage	15			
Small Tools and Equipment - Per Outage	P/Outage	15			
Site De-Establishment	Sum	1			
<b>Sub - total</b>					
<b>Normal hours</b>					
Site Manager	Hrs	3080	1		
Boilermaker Supervisor	Hrs	3080	1		
Mechanical Supervisor	Hrs	3080	1		
Rigging Supervisor	Hrs	3080	1		
Welding Supervisor	Hrs	3080	1		
Quality Inspector	Hrs	3080	1		
Safety Officer	Hrs	3080	1		

Planner	Hrs	3080	1		
Riggers	Hrs	3080	4		
Boilermakers	Hrs	3080	10		
A Welder	Hrs	3080	8		
B welder	Hrs	3080	8		
Mechanical Fitter	Hrs	3080	8		
Tackler	Hrs	3080	10		
Fire Watcher	Hrs	3080	4		
Assistant	Hrs	3080	8		
<b>Sub - total</b>					
<b>Overtime</b>					
<b>Weekdays and Saturdays</b>					
Site Manager	Hrs	2132	1		
Boilermaker Supervisor	Hrs	2132	1		
Mechanical Supervisor	Hrs	2132	1		
Rigging Supervisor	Hrs	2132	1		
Welding Supervisor	Hrs	2132	1		
Quality Inspector	Hrs	2132	1		
Safety Officer	Hrs	2132	1		
Planner	Hrs	2132	1		
Riggers	Hrs	2132	4		

Boilermakers	Hrs	2132	10		
A Welder	Hrs	2132	8		
B welder	Hrs	2132	8		
Mechanical Fitter	Hrs	2132	8		
Tackler	Hrs	2132	10		
Fire Watcher	Hrs	2132	4		
Assistant	Hrs	2132	8		
				<b>Sub - total</b>	
<b>Sundays and Public Holidays</b>					
Site Manager	Hrs	712	1		
Boilermaker Supervisor	Hrs	712	1		
Mechanical Supervisor	Hrs	712	1		
Rigging Supervisor	Hrs	712	1		
Welding Supervisor	Hrs	712	1		
Quality Inspector	Hrs	712	1		
Safety Officer	Hrs	712	1		
Planner	Hrs	712	1		
Riggers	Hrs	712	4		
Boilermakers	Hrs	712	10		
A Welder	Hrs	712	8		

B welder	Hrs	712	8		
Mechanical Fitter	Hrs	712	8		
Tackler	Hrs	712	10		
Fire Watcher	Hrs	712	4		
Assistant	Hrs	712	8		
<b>Sub - total</b>					
<b>MAINTENANCE (As and when required)</b>					
Supervisor	Hrs	7680	1		
Rigger	Hrs	7680	1		
Artisan	Hrs	7680	1		
Semi-Skilled	Hrs	7680	4		
<b>Sub - total</b>					
<b>MISCELLANEOUS</b>					
Consumables (Per Outage)	Item	15			
<b>TOTAL OF THE PRICES</b>					

## PART 3: SCOPE OF WORK

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C3.2	<i>Contractor's Service Information</i>	
	Total number of pages	19

## C3.1: EMPLOYER’S SERVICE INFORMATION

### Contents

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# 1 Description of the service

## 1.1 Executive overview

This document supports the establishment of a five-year contract for the inspection, maintenance, fabrication, refurbishment, repair, and installation of the PF (pulverized fuel) pipework system and its associated components, including dampers, splitters, hangers, and supports, at Kriel Power Station.

The contract aims to ensure the ongoing reliability, safety, and optimal performance of the PF system through a combination of planned inspections and responsive maintenance. Key activities include inspections of PF pipes and hangers, fabrication of new ceramic-lined PF pipes, installation of new hangers and supports, replacement of VJ couplings, and maintenance executed on an as-and-when-required basis.

All work will be performed during GO, MGO, opportunity outages, and mill services, ensuring alignment with outage planning and minimising operational risk. Effective execution of this contract is critical to improving plant performance at Kriel Power Station, reducing unplanned outages, and supporting the Outage Department in meeting its operational and performance deliverables over the contract period.

## 1.2 Employer's requirements for the service

### 1.2.1 Boundaries

The boundaries of the plant where this scope covers the following high-level plant areas:

- a) PF pipe work from mill outlet up to the burner square to round.
- b) PF pipes hanger(s) and support components.
- c) All PF pipes and hangers' accessories such as bolts, nuts and gaskets etc.
- d) The scope excludes primary and secondary distribution boxes.

### 1.2.2 Scope Summary of Activities

In The scope of work covers the following

- a) PF Pipes Fabrication and Erection
- b) Hanger and Support Selection and Installation
- c) Quality Control
- d) Documentation

#### 1.2.2.1 PF Pipes Fabrication and Erection

The Contractor shall be required to fabricate the PF pipes on "as and when required basis" it is required that the fabrication work is conducted in a workshop that is equipped with the machinery that can fabricate the PF pipes sizes to prevent challenges with PF pipes supply when required. The workshop must comply to safety and quality standards stipulated on the quality section of this document. The fabrication of the PF pipes shall not be done from the drawings supplied by the employer; the drawings supplied by the employer do not reflect exactly what is installed in the plant but act as a guide on the elevations of the PF pipework etc. but the details of the PF pipes such as thickness, flange sizes etc. are not accurate. It is recommended that the measurements are taken from the plant by the contractor who will be conducting the Fabrication of the PF pipes.

The PF pipes at Kriel Power Station are from below 15ML of the boiler up to 31ML which means during the PF pipes erection process a lot of rigging will occur. This will require a suitable qualified rigger or a team and rigging equipment. Before the rigging process starts, the rigging procedure must be approved by a suitable qualified person from both the contractor and employer. The risk assessment must be in place and approved by contractor safety representative before rigging starts

PF pipes sections shall be clearly and permanently marked in line with available drawings. Kriel Power Station PF pipes are made of carbon steel pipes with different types of lining installed; however, all the new or refurbished pipes section shall only be ceramic lined, and detail of lining shall comply to Eskom Ceramic Lined Pulverised Fuel Pipework Standard-240-56239143.

Kriel Power Station units 1-3 have same PF pipes configuration and sizes while units 4-6 has same PF pipes configurations and sizes. The design of the PF pipes from distribution box to the square to rounds on units 1-3 PF pipes inner diameter is 450mm and outer diameter of 478mm. Units 4-6 inner diameter of 500mm and outer diameter of 520mm. These are design figures not truly the reflection of what is in the plant due to over the years PF pipes installations. The drawings are on Appendix B which indicate locations of the PF pipes and dimensions. The drawings shall not be used for fabrication but to create a general idea of the elevations and the sizes of the pipes that will need to be fabricated and ceramic lined etc.

The inspections conducted on unit 4 and 6 indicate that on the PF pipework system the VJ coupling are the weakest link after the hangers and support systems. The hangers were the most eroded system and weld build ups were done hence the drive to replace VJ couplings. There are 72 VJ couplings on six PF pipes from distribution box to PF burners square to rounds per unit and a total of 8 VJ couplings on six PF pipes from all 6 mills to the distribution box. The six pipes from the mill classifier outlet inner diameters are 1122mm for units 1-3 and 1230mm for unit 4-6. The configuration for unit 4 E mill is on appendix B Figure 15, These figures are not meant for fabrication purposes.

#### 1.2.2.2 PF pipes hangers and supports and Installation

- a) Kriel Power Station PF pipes hangers are spring hangers' type; there are different sizes of hangers installed at different sections of the PF pipes.
- b) The current PF pipes hangers and supports installed at Kriel Power Station need to be replaced, since they are the main problem when it comes to PF leaks especially on the PF pipes couplings. There are several issues that were identified on hangers such as
  - i) missing hangers,
  - ii) broken rods,
  - iii) missing clamps,
  - iv) untightened clamps,
  - v) missing bolts and nuts
  - vi) Broken springs
- c) The *Contractor* shall required conduct visual inspections and assessments of the PF pipes hangers and supports.
- d) The *Contractor* shall carry out Caesar model and 3D scan to select appropriate spring hanger type, location as built structure also to Identifying conflicts with other plant structures or equipment such as fire hydrant system pipe work, core airs and to ensure proper elevations of the pipework to prevent PF settlements inside the PF pipework.
- e) The hangers support means all hanger components such as clamps, bolts and nuts etc.

#### 1.2.2.3 Maintenance services during unit outages and mill services

Kriel Power Station outages are separated into GO, MGO and Opportunity Outages. The scope of works for the GO and MGO is attached on the appendix A. The opportunity outage scope will be determined by duration of the opportunity outage and defects identified while the unit was in operation. The opportunity outages will be used by the contractor to conduct inspections and maintenance on critical components of PF pipes, hangers and supports. The inspection findings during opportunity outage shall be used in planning the works that will be done on the upcoming GO, MGO and mill services.

The outage duration from breaker open to breaker close is approximately 98 days for a GO and 55 days for an MGO. Outage Coordinator shall communicate unit outage schedule and changes with the contractor. Boiler Auxiliary Maintenance Supervisor shall communicate the mill outage plans with the contractor in advance based on mill running hours and MMD mills supervisor plan. The mills at Kriel are serviced at 5000hours in operation.

**1.2.2.4 Scope requirements for the Contractor on PF pipework, hanger support and VJ couplings**

- a) The *Contractor* shall conduct visual inspections and assessment of PF pipework and hangers
- b) The *Contractor* shall carry out Caesar modelling and 3D scan to ensure proper support design, accommodate thermal expansion and optimize pipe routing to minimize pressure drop which contributes to PF settlements inside the PF pipes.
- c) The *Contractor* shall submit a Caesar model and 3D scan reports with recommendations to the employer. One report for units 1-3 and one report for units 4-6 unless there are noted differences in the plants that require an independent model for the same units.
- d) The *Contractor* shall supply, install, calibrate, test, set and lock new PF pipes spring hangers and accessories as discussed and agreed with the employer on an "as and when" required basis to Kriel Power Station Stores.
- e) The *Contractor* shall remove from the plant and refurbish PF pipes hangers and then deliver to Kriel Power Station stores on an "as required basis".
- f) The *Contractor* shall ensure that where the hanger(s) were removed the pipes remain supported in a safe manner with no risk of movement and falling.
- g) The *Contractor* shall ensure that all quality documents accompany both new and refurbished hangers.
- h) The supply, installation, calibration of the new PF pipes spring hangers and accessories shall be done during GO's, MGO, mill 5000-hour services and when the employer and contractor agree to conduct this work.
- i) The *Contractor* shall fabricate, supply and install new ceramic lined PF pipes sections and deliver to Kriel Power Station stores on an "as required basis".
- j) The contractor shall refurbish, repair and ceramic line PF pipe sections.
- k) All pipes removed for refurbishment shall be ceramic lined as per Eskom Standard.
- l) The painting of the PF pipes shall be done as per Eskom Standard.
- m) On areas where PF pipes are damaged by PF erosion, thickness tests shall be done to determine the size of patch to be used in order to maintain the thickness uniformity of the pipe. Then the pipe shall be ceramic lined
- n) The severely damaged (50% or more thickness eroded), that PF pipe bend shall be replaced with a new ceramic lined PF pipe bend.
- o) The *Contractor* shall supply and install new VJ couplings and its accessories on "as and when" required to Kriel Power Station Stores.
- p) The supply, installation, calibration new VJ couplings and accessories shall be done during GO's, MGO, mill 5000-hour services and when the employer and contractor agree to conduct this work.
- q) The *Contractor* shall remove from the plant and refurbish couplings and deliver to Kriel stores on an "as required basis".
- r) The *Contractor* shall ensure that where the VJ coupling was removed the pipes remain supported in a safe manner with no risk of movement and falling.
- s) During GO and MGO's the *Contractor* shall conduct detailed inspections and generate an inspection report. The generated outage PF pipes and hanger report shall be approved by responsible engineer and MMD Supervisor.
- t) The *Contractor* shall execute outage SOW for the PF pipes and hanger supports (refer on appendix for outage scope of work).
- u) When the mill is taken out for service, the *Contractor* shall ensure that the PF pipe is blanked/isolated from the boiler below square to round.
- v) The *Contractor* shall provide the blanking procedure for the PF pipes and conduct a risk assessment for the works; The contractor shall consider on the risk assessment the flammable material that might be inside the PF pipe, the flammable material can be PF or fuel oil especially on the horizontal pipes' sections.
- w) The *Contractor* shall performs maintenance works during planned (MGO's and GO's), corrective and short-term opportunity outages on PF pipes and hanger supports.
- x) The *Contractor* shall be required to perform maintenance work on as when required basis.
- y) The *Contractor* shall be required to execute any new or additional scope of works on PF pipes, hanger supports and VJ couplings both off load and on-load conditions.
- z) The *Contractor* shall execute any approved modification that is on the PF pipes and hangers and supports.
- aa) The *Contractor* shall performs all planning and scheduling associated with (MGO's and GO's), corrective and short-term opportunity outages.

- bb) The *Contractor* shall have a senior person as a representative for all MGO's, GO's and short-term outage meetings to provide feedback as required by the meeting.
- cc) The *Contractor* is responsible for rigging and to ensure rigging is done safely.
- dd) The *Contractor* shall ensure that rigging is done by suitable qualified person, and that an approved rigging procedure is in place with signed risk assessment for each rigging activity.
- ee) The *Contractor* shall manufacture, supply and install PF sampling test points as instructed by the employer; this shall be a total of 432 units in a 5-year period. Repair defective PF sampling test points as per Performance and Testing or the System Engineer scope of work.
- ff) The *Contractor* shall bring a suitable qualified and experienced team that will execute the PF pipe, hangers and support works during opportunity outages, mill services, GO's and MGO's with all necessary equipment and tools required to execute the scope of work.
- gg) The *Contractor* shall generate detailed drawings from sampling points provided by the employer; the drawing shall be approved by P&T Senior Advisor. The generated drawing shall remain the property of Eskom.
- hh) The *Contractor* shall bring own cleaning team to clean PF and ash accumulation around PF pipework and scaffolding before, during and after outages which will ensure that housekeeping is done.
- ii) The *Contractor* shall remove and dispose all severely eroded, cracked, bent PF pipes hangers and supports systems that mechanical integrity and safe function cannot be restored as per Eskom procedure. Note: All scrap material removed and disposed of material remains a Eskom property.
- jj) The *Contractor* shall conduct alignment of all PF pipework, PF pipes hangers and supports systems. The detailed planning of critical/major activities, together with Standard Maintenance Package (SMP) including QCP's, and risk assessments will be done by the contractor and approved by the employer (maintenance supervisor or his representative). Where Permit to Work is required, the work will be planned with the person in charge of the plant and maintenance supervisor.
- kk) All unpreventable and unforeseen plant failure occurrences, replacement of defective PF pipes and hanger components shall be done by the contractor with approval by the maintenance supervisor or his or her delegated representative.
- ll) The *Contractor* shall have own Authorised Supervisor on site when conducting the works.
- mm) Planned maintenance schedules initiated by *Employer* will be executed by the *Contractor* to prevent any potential breakdowns or equipment failures and secondary plant damages.
- nn) The *Contractor* shall be responsible for clearing any form of PF pipe blockages reported and shall supply a procedure and risk assessment for such activity.

#### 1.2.2.5 Scope requirements for the Employer on PF pipework, hanger support and VJ couplings

- a) Inspections and temporal repairs on PF pipes, hanger and supports shall be done by the employer through maintenance supervisor. The inspection and temporal repairs sheet shall be compiled by the Employer.
- b) The check sheet shall be done by employer at least (3x per week) including plant walks with the intention to identify PF pipes leaks, defective hangers and pipes.
- c) The *Employer* shall conduct temporal repairs on PF pipes, hangers supports and VJ couplings. All temporal repairs shall be properly repaired on the next available opportunity outage by the contractor or when that mill with a defect is out for service or the unit is off load on opportunity outage.
- d) The *Employer* shall be responsible for calling out the contractor to come to site and conduct repairs on the PF pipes, hangers supports and VJ couplings.
- e) The *Employer* shall identify and record all defects or potential failures on PF pipes and hangers and record on SAP for planning and history capturing.
- f) The *Employer* shall have the list of recorded defects and have a plan in place for corrective actions which will be as per the priority of the defects.
- g) The authority for determining the criticality of work rest with the person in charge of the plant and maintenance supervisor. On plant breakdowns repairs the works shall start as soon as possible and continue until the plant is back in operation. Except for safety reasons the employer maintenance supervisor permission is required to postpone breakdown work.

- h) Maintenance opportunities are sometimes provided on short notice. When unit(s) comes down for repairs it is expected that all outstanding works on the unit is planned, in readiness for execution on short notice and that when the unit returns to service that there are no outstanding work orders, this is the responsibility of the *Employer* maintenance *Supervisor* or his delegated representative.
- i) The *Employer* shall provide the scaffold material and manpower to erect scaffold through a third party.

#### 1.2.2.6 Quality Control

- a) Quality control plan must be developed and submitted to Eskom for approval prior to work starts. The plan must include quality control for refurbished components and new material components supplied to Kriel Power Station Stores.
- b) The approval of the quality control plan must be done but not limited to the following people, must be approved before t by *Contractor* Supervisor, Contractor Quality Controller, Employer Quality Controller, *Employer* Maintenance Supervisor and Employer Engineer.
- c) The work done on PF pipes and hangers must be visually inspected in relation to the agreed drawings and specifications. This is checking the PF pipes elevations to prevent PF settlements inside the PF pipework.
- d) All Standards stipulated in this document shall be adhered to
- e) PF pipes must be inspected for foreign material that might be inside the PF pipes before boxing up the pipework.
- f) The *Contractor* shall have relevant documentation for all new supplied material to Kriel site, these include but not limited to material specification, sizes, thicknesses etc.
- g) The refurbished material such as PF pipes sections, hangers and supports must have relevant QCP's that has been agreed with the Employer.
- h) All welding shall be done as per latest version of Eskom Welding Standard 240-106628253
- i) All PF pipes work including tiling shall comply with the latest Eskom Ceramic Lined Pulverised Fuel Pipework Standard-240-56239143.
- j) Each PF pipes section shall be clearly and permanently marked in line with available drawings, but the type of marking will be agreed with the employer.
- k) The *Employer's* representative may from time to time visit the contractor's workshop or site to inspect and monitor progress of the works without prior notice.
- l) After every patch work is done, necessary NDTs shall be conducted on all welds.

#### 1.2.2.7 Documentation and Records

- a) The *Contractor* shall provide Eskom with detailed drawing for each component being fabricated for the first time and installed on PF pipes, hangers and accessories; the drawing shall be an Eskom property.
- b) After the completion of the PF pipework and hanger supports the contractor shall generate PF pipes and PF hanger support detail drawings which shall also show PF pipes elevations, hangers and detailed scale drawings. The drawings package shall be an Eskom property.
- c) The hanger inspections, testing and calibration documentations shall form part of the data pack and will remain an Eskom property.
- d) Boiler Auxiliary Maintenance Supervisor to keep record of all works done.

#### 1.2.3 Drawings and markings

- a) The *Contractor* shall provide Eskom with detailed drawing for each component being fabricated for the first time and installed on PF pipes and hangers.
- b) Drawings must detail each component installed on the PF pipes and hangers i.e. size, type, material etc.
- c) Each PF pipes section/component shall be clearly and permanently marked in line with available drawings.

#### 1.2.4 Detailed Scope of Work

The Contractor to refer to Document Unique identifier **555-EBP2019**

### 1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
C&I	Control and Instrumentation
OBL	Outside battery limits
RTU	Remote Terminal Unit
SCADA	Supervisory Control and Data Acquisition

## 2 Management strategy and start up.

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

The *Contractor* shall submit a plan to the *Service Manager* for acceptance within the period stated in the Part C1.2a Data by Employer of Part C1 agreements and contract data.

### 2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on Thursday at 14:00	MS teams	<i>Employer</i> , and <i>Contractor</i>
Overall contract progress and feedback	Once Monthly at Kriel Power Station	MS teams	<i>Employer</i> , and <i>Contractor</i>

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

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

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

- a) The *Contractor* shall provide a key list of personnel who will carry out the work on site with their qualifications attached.
- b) A company organogram shall be shared with the *Service Manager* to communicate accordingly to comply with the NEC3 Term Services Contract communication structures.
- c) The *Contractor* shall provide a site manager/contract manager to manage all contract related matters. Such persons is preferred to have prior experience in contract management and change of this person is communicated in writing, within 1 (one) week of such change, to the *Employer*.
- d) The *Contractor's* supervisor shall be knowledgeable, competent and fully capable to perform supervisory duties without direct or continuous supervision by the employer, to liaise and co-ordinate activities with various departments, including the employer's personnel and others in order to fulfill all obligations.
- e) In the absence of the relevant *Site Manager* or *Supervisor*, a replacement must be identified to take over the duties.

### 2.4 Provision of bonds and guarantees

Not applicable to this contract.

### 2.5 Documentation control

The *Contractor* shall refer to Document Unique identifier **555-EBP2019**

## 2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to [Invoiceseskomlocal@eskom.co.za](mailto:Invoiceseskomlocal@eskom.co.za) and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Purchase order number
- GR Number
- ***Contractor* shall invoice after approval of Assessment, Payment certificate and GR**

## 2.7 Contract change management

- a) Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.
- b) The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.
- c) If the *Employer's Service Manager* change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

## 2.8 Records of Defined Cost to be kept by the *Contractor*

To substantiate the Defined Cost of Compensation Events, the *Contractor* shall keep records of amounts paid.

## 2.9 Insurance provided by the *Employer*

As stated in Contract Data and as per Table A within this Service Agreement.

## 2.10 Training workshops and technology transfer

Not applicable to this contract

## 2.11 Design and supply of Equipment

Not applicable to this contract.

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

### 2.12.1 Equipment

Not applicable to this contract.

### 2.12.2 Information and other things

Not applicable to this contract.

## 2.13 Management of work done by Task Order

- a) A Task is work within the service which the *Service Manager* may instruct the *Contractor* to carry out within a stated period.
- b) A signed Task Order is the *Service Manager's* instruction to carry out a Task.
- c) Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.
- d) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.
- e) A Task Order includes:
  - A detailed description of the work in the Task
  - A priced list of items of work in the Task in which items taken from the Price List are identified.
  - The starting and completion dates for the Task
  - Conditions of the service agreement is in accordance with the Task Order issued
- f) The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.
- g) The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.
- h) No Task Order is issued after the end of the service period.
- i) Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.
- j) It is the *Contractor's* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.
- k) Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.

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

#### 3.1 Health and safety risk management

- a) The *Supplier* complies with Section 10 of Occupational Health and Safety Act (Act No.85 of 1993) when manufacturing any goods for this contract.
- b) The *Supplier* must comply with site health and safety requirements for Kriel Power Station when delivering goods.
- c) Site delivery safety requirements to be adhered to - And can be obtained through the Purchaser's Manager In line with the SHE specification
- d) The *Supplier* submits safety file for approval before access is granted.
- e) The *Supplier* maintains the safety file validity in line with site requirements.
- f) The mode of transport for delivery should comply with site requirement in line with issued SHE specification

#### 3.2 Environmental constraints and management

- a) The vehicle used for Delivery; by ensuring that there are no oil spillages, and the vehicle emission is not emitting beyond limits.
- b) The Material used for supporting the goods being delivered are correctly disposed and are without harm to environment.
- c) The *Supplier* must comply with Site Environmental management plan (EMP) and other requirement.
- d) The *Supplier* complies with Environmental aspect and impact register.
- e) The *Supplier* complies with all Site's environmental management procedures, especially the waste management and oil spillages..

#### 3.3 Quality assurance requirements

- a) The *Supplier* compiles the baseline Quality Control plan.
- b) Quality Control Plan (QCP) must be approved by both the *Supplier*, Eskom engineer and QC inspector before commencing with any deliveries at the beginning of the Contract.
- c) Material certificates, mechanical testing certificate and NDT certificates should be part of the data package accompanying the QCPs.
- d) All delivered goods will be subjected to QC verification by an Employer's Quality personnel at receiving as per detailed item description found in heading 2 table.
- e) The *Supplier* must comply with Eskom's Supply Quality Management Specification (Document No: 240-105658000) and ISO 9001:2015 requirements.
- f) The *Employer* will on frequent basis conduct the *Supplier's* performance/ compliance in accordance to QM 58 and ISO 9001 and NCR will be raised for non-compliance.

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

It is the Contractor's sole responsibility to ensure all its employees have permits to perform work in the Republic of South Africa.

#### 4.1.2 BBBEE and preferencing scheme

- a) 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.
- b) The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Employer within thirty days of the notification or as otherwise instructed by the Employer.
- c) Where, as a result, the Contractor's B-BBEE status has decreased since the starting date the Employer may either re-negotiate this contract or alternatively, terminate the Contractor's obligation to provide the service.
- d) Failure by the Contractor to notify the Employer of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses

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

Not applicable

### 4.2 Subcontracting

#### 4.2.1 Preferred subcontractors

Subcontractors can be used following the Project Manager's acceptance to any of the below:

- EME or QSE entities at least 51% owned by Black Youth Owned;
- EME or QSE entities at least 51% owned by Black People with Disability.
- EME or QSE entities at least 51% owned by Black People;
- EME or QSE entities at least 51% owned by Black Women
- EME or QSE entities at least 51% owned by Black People with Disabilities

The following sub-contractor will be utilized in terms of this contract. The sub-contracting percentage will not be a standard price therefore it will depend on the unit to be delivered

Name of Sub-Contractor	
B-BBEE Level	
CSD number	
Scope	
Address	

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

- a) When the *Contractor* uses a *Subcontractor*, he needs to engage with him on a NEC basis.
- b) The *Subcontractor* needs adhere to all processes, policies and procedures of Eskom as service should be provided as if not subcontracted to Eskom.

- c) All reporting will happen based on the NEC standard forms or as agreed upon in the Kick off meeting

#### **4.2.3 Limitations on subcontracting**

- a) Appointment and managing the sub-contractor is the full responsibility of the *Principal Contractor*.
- b) The *Contractor* does not subcontract the whole of the service.
- c) The *Contractor* subcontracts only in accordance with this contract.

#### **4.2.4 Attendance on subcontractors**

- a) The *Subcontractor* shall attend all morning feedback Outage meetings to provide accurate feedback on the progress of service.
- b) Assessment meetings between Service Manager and the Contractor should be avoided by the Subcontractor.

#### **4.2.5 SDL&I Requirements**

The following reflects the agreed Supplier Development, Localisation and Industrialisation (SDL&I) commitments between the Contractor and the Employer:

- a) Construction Skills Development Goal - 25%
- b) Local procurement content proposal - 100%
- c) Subcontracting -25%

#### **SDL&I Penalty and Performance Security**

Eskom will apply a penalty of 2% of the Contract Value for failure to meet SDL&I obligations. For the duration of the contract, Eskom will retain 2% 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.

CSI proposed at 3%

### **4.3 Plant and Materials**

#### **4.3.1 Specifications**

Not applicable.

#### **4.3.2 Correction of defects**

Defects will be corrected in line with the Scope of Work.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

## 5 Working on the Affected Property

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

- a) The *Contractor* provides the necessary resources to carry out the service as stated in the Service Information.
- b) The *Contractor* provides everything to carry out the Service Information of this contract unless where otherwise stated in this Service Agreement. Everything that should be provided by the *Employer* is stated in this Service Agreement, anything not stated in the Service Agreement should be provided by the *Contractor* to execute the work as stated in the Service Information

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

- a) Work will be in line with normal Eskom Kriel working hours:
  - Monday to Thursday 07:00 – 16:15
  - Friday 07:00 – 12:15
- b) The *Contractor* shall provide the necessary resources to carry out the service as stated in the Service Information.
- c) The *Contractor* shall provide everything to carry out the Service Information of this contract unless where otherwise stated in this Service Agreement. Everything that should be provided by the *Employer* is stated in this Service Agreement, anything not stated in the Service Agreement should be provided by the *Contractor* to execute the work as stated in the Service Information.
- d) It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his *Subcontractors*.
- e) The *Service Manager* shall have access to all records of the *Contractor* and *Subcontractor* at any time when deemed necessary.

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

As stated in section 1.2 and section 3 of this works information.

### 5.4 Environmental controls, fauna & flora

As stated in section 1.2 and section 3 of this works information.

### 5.5 Cooperating with and obtaining acceptance of Others

- a) The *Contractor* cooperates with the personnel during the service delivery.
- b) The *Contractor* cooperates with the *Employer's* team during site visits and in ensuring that the service is delivered in accordance to all requirements.

### 5.6 Records of Contractor's Equipment

- a) The *Contractor* shall keep record of his equipment on site with relevant inspections carried out.
- b) Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary.
- c) All equipment or tools signed in by the *Contractor* shall strictly adhere to the gate access rules and procedures.
- d) All Equipment including hired shall be inspected and approved before accepted on site.
- e) The *Contractor* shall keep records of all hired Equipment to execute the Service Information

### 5.7 Equipment provided by the Employer

Not applicable to this contract.

## 5.8 Site services and facilities

### 5.8.1 Provided by the *Employer*

The *Employer* will provide in the way of water, waste disposal, ablutions, fire protection and lighting (etc) on the Affected Property. Power will be provided by the *Employer* the *Contractor* needs to ensure his own cabling, connections, DB Boards and CoC certificates of installations and connections.

#### a) Refuse Disposal

- i) The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.
- ii) The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

#### b) Supply of Electricity

- i) *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
- ii) The *Contractor* is to make provision for the necessary extensions and plug points.
- iii) All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the *Contractor*.
- iv) The *Contractor* will adhere to the Electrical Installation Regulations of 1992

#### c) Medical Facilities

- i) The *Contractor* provides a First Aid service to his employees and subcontractor. 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.
- ii) Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life-threatening situations.
- iii) The *Employer* is entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

#### d) Toilet Facilities

- i) The *Employer* provides the *Contractor* access to toilet facilities.
- ii) Temporary chemical toilets are provided by the *Contractor* where deemed necessary.

### 5.8.2 Provided by the *Contractor*

All the equipment and tools required by the *Contractor* to perform the maintenance and repairs of the plant.

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

- a) The *Contractor* shall take all reasonable and necessary measures to control and minimise noise, dust emissions, water pollution, and waste generation arising from the execution of the Works, in accordance with applicable legislation, Eskom environmental standards, and the approved Environmental Management Plan (EMP).
- b) The *Contractor* shall ensure that all waste is managed, stored, transported, and disposed of at licensed facilities and shall prevent any adverse environmental impacts attributable to its activities.

## 5.10 Hook ups to existing works

Not applicable to this contract

## 5.11 Tests and inspections

### 5.11.1 Description of tests and inspections

Not applicable to this contract

**5.11.2 Materials facilities and samples for tests and inspections**

Not applicable to this contract

## **6 List of drawings**

### **6.1 Drawings issued by the *Employer***

Not applicable to this contract