



## NEC3 Term Service Contract (TSC3)

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

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

for **THE PROVISION OF PUMPS REPAIR SERVICES FOR  
MEDUPI POWER STATION FOR A PERIOD OF 60  
MONTHS ON AN AS AND WHEN REQUIRED**

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

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

## PART C1: AGREEMENTS & CONTRACT DATA

---

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

---

## C1.1 Form of Offer & Acceptance

### 1.1 Offer

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

#### THE PROVISION OF PUMPS REPAIR SERVICES FOR MEDUPI POWER STATION FOR A PERIOD OF 60 MONTHS ON AN AS AND WHEN REQUIRED

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 [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	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:

<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*.

## 1.2 Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

### 1.3 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.

#### 1.3.1.1 For the tenderer:

#### 1.3.1.2 For the Employer

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

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

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

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

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

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

Date \_\_\_\_\_

## C1.2 TSC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<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>2</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>[•]</b>
	Fax No.	<b>[•]</b>
10.1	The <i>Service Manager</i> is (name):	
	Address	<b>Medupi Power Station, Steenbokpan Road</b>
	Tel	
	Fax	<b>N/A</b>
	e-mail	<b>MedupiGxTenders@eskom.co.za</b>
11.2(2)	The Affected Property is	<b>Medupi Power Station</b>
11.2(13)	The <i>service</i> is	<b>Refurbishment of Medupi Power Station Pumps</b>

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

11.2(14)	The following matters will be included in the Risk Register	All risks will be identified prior and addressed and registered during the risk register meeting that will take place as agreed between the parties
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Two (2) weeks
2	<b>The Contractor's main responsibilities</b>	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/s of the Contract Date
3	<b>Time</b>	
30.1	The <i>starting date</i> is.	TBO
30.1	The <i>service period</i> is	60 Months
4	<b>Testing and defects</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
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	between the 25 day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	For contracts valued below R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying Suppliers within 30 days of receipt of undisputed invoices. For contracts valued above R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying suppliers within 60 days of receipt of undisputed invoices.
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
6	<b>Compensation events</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
7	<b>Use of Equipment Plant and</b>	There is no reference to Contract Data in this

<b>Materials</b>		section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>1. Community Unrest</b> <b>2. Failure to deliver due to unrest</b>
<b>9</b>	<b>Termination</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>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
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	<b>4 weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	1st Floor, Maisels Chamber, 4 Protea Place, Sandton
	Tel No.	011 320 0600
	Fax No.	011 320 0533
	e-mail	info@arbitration.co.za
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	<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

of the Association of Arbitrators (Southern Africa) or its successor body.

## 12 Data for secondary Option clauses

X1	Price adjustment for inflation	Suggested CPA		
X1.1	The <i>base date</i> for indices is  The proportions used to calculate the Price Adjustment Factor are:	Rates are fixed and firm for first 12 months after first order placement date. There after CPA escalation will apply. Base date will be the month before the month which the enquiry closes		
		proportion	linked to index for	Index prepared by
		0,40	[Labour]	[SEIFSA TABLE C3 AHPE]
		0,25	[Material]	[SEIFSA TABLE G 1]
		0.20	[Transport]	SEIFSA Table L2 a
		[0,15]	non-adjustable	
		1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	Description	Penalty	
		Plant rework	R nil/ overtime	
		Poor workmanship	Contractor to carry corrective cost	
		Non-compliance to SOW schedule	5% to 10% penalty per day of the total order value.	
		Pump failure under warranty	Contractor to carry corrective cost	
		Non-compliance of pump to customer specification	Contractor to carry corrective cost	
	Late delivery	The penalty for 10 days late delivery will be 5% to a maximum of 10% of the repair value of the Pump		

		Late collection of pump	The penalty for 10 days late collection will be 5% to a maximum of 10% of the repair value of the Pump
<b>X18</b>	<b>Limitation of liability</b>		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>the amount of the deductibles relevant to the event</b>	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The greater of the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance) plus the applicable deductibles</b>	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>the total of the Prices other than for the additional excluded matters.  The <i>Contractor's</i> total liability for the additional excluded matters is not limited.  The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for  Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.</b>	
X18.5	The <i>end of liability date</i> is	<b>12 months after the end of the <i>service period</i>.</b>	
<b>X19</b>	<b>Task Order</b>		
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>7 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 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

**Z14 Asbestos**

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

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

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

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

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

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of



above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

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

## C1.2 Contract Data

### 2 Part two - Data provided by the Contractor

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

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

**Notes to a tendering contractor:**

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)<sup>3</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.

2.1 Clause	2.2 Statement	2.3 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:	

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

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 _____

PART 2: PRICING DATA

TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

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

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

### 4 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.

### 5 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).

### 6 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.

## 6.1 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*

Item nr	Description	SI Unit	Rate Only (Refurb)	Rate Only (New Supply)
<b>1</b>	<b>NEW SUPPLY AND REFURBISHMENT OF PUMPS</b>			
1.1	Ro1 Feed pump- Centrifugal Pump (KSB)	Each		N/A
1.2	Ro2 Feed Pump - Centrifugal Pump (KSB)	Each		N/A
1.3	Raw Water FeedPump- Centrifugal Pump (KSB)	Each		N/A
1.4	Cip Pumps - Centrifugal Pump (KSB)	Each		N/A
1.5	Sludge Recycle Pump- Centrifugal Pump (KSB)	Each		N/A
1.6	Vacuum SystemsPump- Centrifugal Pump (KSB)	Each		N/A
1.7	GTM Vacuum Seal Water Supply Pump- Centrifugal Pump (KSB)	Each		N/A
1.8	Backwash BalanceTank Mix Pump- Centrifugal Pump (KSB)	Each		N/A
1.9	Backwash BalanceTank Discharge Pump- Centrifugal Pump5(KSB)	Each		N/A
1.10	Organic ScavengerFD Pump- Centrifugal Pump (KSB)	Each		N/A
1.11	Cedi Feed Pump- Centrifugal Pump (KSB)	Each		N/A
1.12	UF FD Pump & MainUF BW Pump- Centrifugal Pump (KSB)	Each		N/A
1.13	UF FD Pump & MainUF BW Pump- Centrifugal Pump (KSB)	Each		N/A
1.14	Clarified WaterPump- Centrifugal Pump (KSB)	Each		N/A
1.15	Demin Water RecyclePump- Centrifugal Pump (KSB)	Each		N/A
1.16	GTM Feed Pump- Centrifugal Pump (KSB)	Each		N/A
1.17	Ro1 High Pump- Centrifugal Pump (KSB)	Each		N/A
1.18	Ro2 Feed Pump- Centrifugal Pump (KSB)	Each		N/A
1.19	Demin Service Pump- Centrifugal Pump (KSB)	Each		N/A
1.20	Regen Pump & Concentrate Pump- Centrifugal Pump (KSB)	Each		N/A
1.21	Regen Pump & Concentrate Pump- Centrifugal Pump (KSB)	Each		N/A
1.22	Process Drain Pump- Centrifugal Pump (KSB)	Each		N/A
1.23	Ro1 Flushing Pump- Centrifugal Pump (KSB)	Each		N/A
1.24	Ro / UF Cip Pump,Cedi Cip Pump & Ro Concentrate Extraction Pump- Centrifugal Pump (KSB)	Each		N/A

1.25	Ro / UF Cip Pump,Cedi Cip Pump &- Ro Concentrate Extraction Pump- Centrifugal Pump (KSB)	Each		N/A
1.26	Ro / UF Cip Pump,Cedi Cip Pump &- Centrifugal Pump (KSB)	Each		N/A
1.27	Ro Concentrate Extraction Pump- Centrifugal Pump (KSB)	Each		N/A
1.28	Potable Water Pump- Centrifugal Pump (KSB)	Each		N/A
1.29	GTM Vacuum Pump-(KSB)	Each		N/A
1.30	Ammonia Transfer Pumps- (KSB)	Each		N/A
1.31	Caustic Transfer Pumps-(KSB)	Each		N/A
1.32	Caustic CipTransfer Pumps	Each		N/A
1.33	Sulphuric AcidTRF Pumps	Each		N/A
1.34	Ammonia Transfer Pumps To Ion Exchange	Each		N/A
1.35	Ro1 Water To Potable WaterTank Pumps	Each		N/A
1.36	Brine To CipCedi Tank	Each		N/A
1.37	Diluted H2so4Transfer	Each		
1.38	Fire Water Booster Pumps-Centrifugal Pump- Grundfos	Each		
1.39	Main Pump (DieselEngine Driven)- Centrifugal (SPP)	Each		
1.40	Main Fire Pump(Electrical Motor Driven)- Centrifugal Pump (SPP)	Each		
1.41	Low Pressure Centrifugal Pump- Centrifugal Pump (Sulzer)	Each		
1.42	High Pressure HeadTank Centrifugal Pump- Centrifugal Pump (Sulzer)	Each		
1.43	Bulk Fuel Oil Pump– Foam Pump	Each		
1.44	Sewage Treatment Plant ScreenedSewage Pump -Centrifugal Pump (KSB)	Each		
1.45	Sewage Treatment Plant SupernatantSump- SubmersiblePump (Flygt)	Each		
1.46	Sewage Treatment Plant Side Stream Filtration Pump- Centrifugal Pump(KSB)	Each		
1.47	Open Circuit Common	Each		
1.48	Open Circuit Unitized	Each		
1.49	Closed Circuit Common	Each		
1.50	Closed Circuit Unitised	Each		
1.51	Closed Circuit MakeUp	Each		



1.52	CDD CentrifugalPump	Each		
1.53	FAC CentrifugalPump	Each		
1.54	BAMR CentrifugalPump	Each		
1.55	ADM CentrifugalPump	Each		
1.56	CSY Recovery Centrifugal Pump	Each		
1.57	CAB CentrifugalPump	Each		
1.58	Potable Water Distribution	Each		
1.59	Low Pressure Centrifugal Pump	Each		
1.60	High Pressure Potable Pump	Each		
1.61	CDD Temporary Pumps (Demin Distribution)	Each		
1.62	Booster Pump	Each		
1.63	Ammonia Rinse Recycle Pumps	Each		
1.64	Caustic Reclaim Pumps	Each		
1.65	Re-Use Resin Transfer Pumps	Each		
1.66	Acid MeasuredTank Pump	Each		
1.67	Acid Reclaimed	Each		
1.68	Demin Regin Resin Transfer Pump	Each		
1.69	Chiller Pump	Each		
1.70	Chiller Pump	Each		
1.71	Chiller Pump	Each		
1.72	Chiller Pump	Each		
1.73	Process Drain Sump Pump	Each		
1.74	Draught Group	Each		
1.75	Ash Handling System	Each		
1.76	Draught Group	Each		
1.77	TCT Start Up Drain Pump	Each		
1.78	TCT Normal Drain Pump 1&2	Each		
1.79	ACC Wash Pumps	Each		
1.80	ACC Wash Pump	Each		
<b>2</b>	<b>SUPPLY AND REFURBISHMENT OF PUMP IMPELLERS</b>			
2.1	IMPELLER, PUMP: TYPE: BOOSTER; DIAMETER: 721 MM; INLET: DOUBLE; MATERIAL: STL; THICKNESS: 260 MM; MANUF P/N: 234.01; MODEL NO: HZB303-720; REFERENCE NO: 104-081-768-	Each	N/A	

	002			
2.2	IMPELLER: TYPE: CARTRIDGE; DIMENSIONS: OD 550 X THK 45 MM; MATERIAL: A743 GR CF8M; MANUF P/N: ZAN26852; BORE 183MM; SHAFT SIZE 38MM; FOR CONDENSATE RESERVE PUMP	Each	N/A	
2.3	IMPELLER: TYPE: CLOSED; DIMENSIONS: DIA 142 MM; MATERIAL: 1.4408; SUPPL P/N: 11000630; MODEL NO: MAC-C1 50-160/110-20; REFERENCE NO: 9971655065000110000	Each	N/A	
2.4	IMPELLER: TYPE: CLOSED; DIMENSIONS: DIA 214 MM; MATERIAL: SS A743-CF8M; SUPPL P/N: ZA043318; MOCPPDEL NO: CPK-C 80-250; REFERENCE NO: 9971645462/100	Each	N/A	
2.5	IMPELLER: TYPE: CLOSED; DIMENSIONS: DIA 204 MM; MATERIAL: 1.4408; SUPPL P/N: 11001340; MODEL NO: MAC - C1 65-200/110-40; REFERENCE NO: 997165482400010000	Each	N/A	
2.6	IMPELLER: TYPE: CLOSED; DIMENSIONS: DIA 400 MM; MATERIAL: A743-CF8M; SUPPL P/N: 010843320; MODEL NO: CPK-C 250-400; REFERENCE NO: 9971651103/300	Each	N/A	
2.7	IMPELLER: TYPE: HA720 AGITATOR 3 BLADE; DIMENSIONS: DIA 700 MM; MATERIAL: SS GR 304; SUPPL P/N: C21573/10/A&B; DRAWING NO: C21573/10/00 REV 0; REFERENCE NO: C21573/10/A&B; TO BE SUPPLIED WITH ALL THE REQUIRED CONNECTION ACCESSORIES	Each	N/A	
2.8	IMPELLER: TYPE: HA720 AGITATOR 3 BLADE; DIMENSIONS: DIA 700 MM; MATERIAL: SS GR 316; SUPPL P/N: C21573/02/A&B; DRAWING NO: C21573/02/00 REV 0; REFERENCE NO: C21573/02/A&B; TO BE SUPPLIED WITH ALL THE REQUIRED CONNECTION ACCESORIES	Each	N/A	
2.9	IMPELLER: OEM P/N: HTGD481152P1005; DRAWING NO: HTGD481152P0010/1; 010-864/5; FOR AUXILIARY OIL PUMP	Each	N/A	
2.10	IMPELLER: TYPE: SUCTION; DIMENSIONS: DIA 372 X WD 157 MM; MATERIAL: STAINLESS STEEL; OEM P/N: 231.01; MODEL NO: HPTPOK350-370-6S/29; REFERENCE NO: 104-625-244-001; FOR USE ON SULZER MAIN PUMP	Each	N/A	
2.11	BEARING, SLEEVE: TYPE: 4 LOBE; INSIDE DIAMETER: 130 MM; OUTSIDE DIAMETER: 195 MM; LENGTH: 105 MM; MATERIAL: STL WHITE METAL LINED; SPECIFICATION: ISO 9001; SIZE: STD; OEM P/N: 313.01/2; MODEL NO: HPTPOH350-370-6S/29; REFERENCE NO: 204-206-155-005; FOR USE ON SULZER MAIN PUMP	Each	N/A	
2.12	IMPELLER: TYPE: CLOSED; DIMENSIONS: DIA 123 MM; MATERIAL: LINED PFA; MODEL NO: UTN-BL 80-50-125; REFERENCE NO: S0106610B	Each	N/A	
2.13	IMPELLER: TYPE: EMERGENCY OIL PUMP; OEM P/N: HTGD481154P9002; DRAWING NO: 032-139/5 REV 0; HTGD481154P0010/5 REV 0; D 225	Each	N/A	

The total of the Prices

ESKOM HOLDINGS SOC Ltd CONTRACT NUMBER \_\_\_\_\_  
CONTRACT TITLE: THE PROVISION OF PUMPS REPAIR SERVICES FOR MEDUPI POWER STATION FOR A PERIOD OF 60 MONTHS ON AN AS AND WHEN REQUIRED

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

## C3.1: EMPLOYER'S SERVICE INFORMATION

### Contents

<b>Part 3: Scope of Work .....</b>	<b>20</b>
<b>C3.1: Employer's service Information .....</b>	<b>6</b>
<b>1 Description of the service.....</b>	<b>8</b>
1.1 Executive overview .....	8
1.2 <i>Employer's</i> requirements for the <i>service</i> .....	8
1.3 Interpretation and terminology .....	10
<b>2 Management strategy and start up. ....</b>	<b>11</b>
2.1 The <i>Contractor's</i> plan for the <i>service</i> .....	11
2.2 Management meetings .....	11
2.3 <i>Contractor's</i> management, supervision and key people .....	11
2.4 Provision of bonds and guarantees .....	11
2.5 Documentation control.....	11
2.6 Invoicing and payment.....	11
2.7 Contract change management .....	12
2.8 Records of Defined Cost to be kept by the <i>Contractor</i> .....	12
2.9 Insurance provided by the <i>Employer</i> .....	12
2.10 Training workshops and technology transfer.....	12
2.11 Design and supply of Equipment.....	13
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use .....	13
2.12.1 Equipment .....	13
2.12.2 Information and other things .....	13
2.13 Management of work done by Task Order .....	13
<b>3 Health and safety, the environment and quality assurance .....</b>	<b>14</b>
3.1 Health and safety risk management .....	14
3.2 Environmental constraints and management .....	14
3.3 Quality assurance requirements .....	14
<b>4 Procurement .....</b>	<b>15</b>
4.1 People.....	15
4.1.1 Minimum requirements of people employed.....	15
4.1.2 BBBEE and preferencing scheme .....	15
4.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA). <b>Error! Bookmark not defined.</b>	
4.2 Subcontracting.....	16
4.2.1 Preferred subcontractors .....	16
4.2.2 Subcontract documentation, and assessment of subcontract tenders .....	16

4.2.3	Limitations on subcontracting .....	16
4.2.4	Attendance on subcontractors .....	16
4.3	Plant and Materials .....	16
4.3.1	Specifications .....	16
4.3.2	Correction of defects .....	17
4.3.3	<i>Contractor's</i> procurement of Plant and Materials .....	17
4.3.4	Tests and inspections before delivery .....	17
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i> .....	17
4.3.6	Cataloguing requirements.....	17
<b>5</b>	<b>Working on the Affected Property.....</b>	<b>18</b>
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations.....	18
5.2	People restrictions, hours of work, conduct and records.....	18
5.3	Health and safety facilities on the Affected Property .....	18
5.4	Environmental controls, fauna & flora.....	18
5.5	Cooperating with and obtaining acceptance of Others.....	18
5.6	Records of <i>Contractor's</i> Equipment.....	18
5.7	Equipment provided by the <i>Employer</i> .....	18
5.8	Site services and facilities.....	18
5.8.1	Provided by the <i>Employer</i> .....	18
5.8.2	Provided by the <i>Contractor</i> .....	18
5.9	Control of noise, dust, water and waste .....	19
5.10	Hook ups to existing works .....	19
5.11	Tests and inspections .....	19
5.11.1	Description of tests and inspections .....	19
5.11.2	Materials facilities and samples for tests and inspections .....	19
<b>6</b>	<b>List of drawings.....</b>	<b>20</b>
6.1	Drawings issued by the <i>Employer</i> .....	20

# 1 Description of the service

## 1.1 Executive overview

The reliability and availability of pumps is a general concern at Medupi Power Station. As a result, Medupi Power Station is contracting the refurbishment of pumps, the supply of impellers and the supply of pumps to suitable suppliers on an as and when required basis for a duration of 60 months.

The Service provider shall provide the following services;

- The refurbishment of pumps. The provision of this service shall include the supplier sourcing all the required spares, tools and material.
- The supply of impellers
- The supply of pumps
- Transportation
- Commissioning of pumps

## 1.2 Employer's requirements for the service

Refer to Document 241029228 " Medupi Power Station Pumps Repair Scope of Work" revision 2 for more information. Below is an extract from the Scope of Work.

### High level Scope:

**The scope shall cover the following plants:**

- Auxiliary Cooling pumps
- Demin make up pumps
- Fire water system pumps
- Sewage treatment plant pumps
- Condensate Polishing Plant Pumps
- HVAC System
- Bottom Ash Mill Rejects pumps
- Coarse Ash Belt Washing pumps
- Clean and dirty dam pumps (permanent and temporary)
- Coal Stockyard Pollution Control Dam pumps
- Fly Ash Conditioning Water pumps
- Ash Dump Irrigation pumps
- Ash Dump pollution control dam 1 make-up pumps
- Potable water pumps
- Demin Distribution pumps
- Raw water pumps
- Feed water pumps
- Condensate System pumps

## Services to be Provided

The Contractor's scope of work includes the following:

- Collecting a defective pump from site within 24 hours after receiving a notification from the Employer's representative(s).
- Stripping and assessing a defective pump.
- Inviting the Employer's representative(s) to witness the stripping and assessing of a defective pump within 5 working days.
- The Contractor shall submit a preliminary inspection report with recommendations to the Employer's representative within 3 working days after an inspection.
- All parts stripped from a defective pump shall be marked with a unique job card number and shall be stored in a suitable container.
- All stripped parts shall be stored in a manner that will not incur any accidental damage.
- The Contractor shall submit a scope of work (based on the inspection report) and QCP to the Employer's representative(s).
- The Contractor shall submit a comprehensive quotation to the Employer's representative(s) for review and acceptance.
- Quotations submitted to the Employer must be inclusive of all the costs associated with the service being provided by the Contractor.
- The Contractor shall submit a comprehensive time schedule to the Employer(s) representative for review and approval.
- The Contractor shall repair/refurbish/overhaul the defective pump according to the agreed scope of work.
- The Contractor shall provide all spare parts required for the refurbishment/repair/overhaul as per agreed quotation.
- The Contractor shall adhere to all intervention points on an approved QCP.
- The Contractor is responsible for testing a repaired pump in accordance with the OEM recommendations and standards as per Appendix B ISO 9906:2012.
- The contractor is responsible for the transportation of pumps and parts to and from Medupi Power Station.
- The Contractor is responsible for the commissioning of a repaired pump or newly supplied pump as and when requested by the Employer's representative(s).
- The contractor is responsible for compiling a commissioning procedure and submitting to the Employer's representative before and commissioning can take place.
- The contractor is responsible for supplying impellers or service kits in accordance with the Employer's technical criteria.
- The contractor is responsible for supplying pumps in accordance with the Employer's technical criteria.
- The spares and components will be supplied to the "good received" section to the main store at Medupi Power Station where it will be received by the material management section. The pumps and parts will be delivered with all the required data book and certificates.
- Medupi Working times:

Monday – Thursday	07h00 – 16h00
Friday	07h00 – 12h00
- Payment will only be effected once the pump or impeller/service kit delivered to Medupi Power Station stores has passed a quality verification process.
- It is the Contractor's responsibility to ensure that the correct pump or impeller is delivered.
- It is the responsibility of the Contractor to verify the correctness of the information provided by the Employer, the contractor shall consult the OEM for verifications.

## Specific Requirements

### Equipment requirements

The Contractor shall be in possession of all tools and equipment required for refurbishing and/or repairing the pumps.

### Packaging Requirements

The following Packaging should be adhered to

- The Goods are to be packaged in such a manner that it can be transported and stored for an extended period of time without resulting in damage to the goods.
- This includes damage due to moisture ingress, corrosion, vibration from the power station etc.
- Where lifting gear is utilised to move the goods, the packaging should allow the lifting operation and ensure that the goods are not damaged in any way during the process.
- It will also not be necessary to open packaging for any lifting or transport operation.
- Where eye bolts are fitted to move the goods, these eye bolts should be fitted such a way that they can be easily removed and replaced with the Purchaser's eye bolts, ensuring that the packaging stays intact.
- The different spares types are to be packaged separately in such a way that each type can be stored separately.
- Packaging and labelling of spares should ensure that the spare can be identified without opening the packaging.
- Where possible the packaging should ensure that parts can be positively identified through the packaging. Where this is not possible the packaging should allow opening and closing of the packaging and still maintain the packaging integrity afterwards.
- Delivery packaging to have the following detail on it as a minimum (removable adhesive sticker if possible):
  - Order number,
  - A short description of component
  - The stock number
  - Manufacturing date, where possible

## 1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Definition	Explanation
Contractor	Service provider contracted for supplying specific service to Eskom, Medupi Power Station
Employer	Eskom Medupi Power Station
Overhaul	To take apart( a piece of machinery or equipment) in order to examine it and repair it if necessary
Refurbish	To restore a machine to its original condition. In terms of equipment, refurbishment consists of reassembling and replacing components to restore the equipment to its state when originally manufactured
SOW	Scope Of Work



## 2 Management strategy and start up.

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

The Contractor shall comply with requirements stated in TSC clause 2.1, furthermore the Contractor shall comply with Document 241029228 "Medupi Power Station Pumps Repair Scope of Work" revision 1. Method statements and QCP must form part of repairs.

### 2.2 Management meetings

Title and purpose	Approximate time & interval	Location	Attendance by:
Monthly Contractual meeting, Overall Contract progress, Assessments, Contract risk discussion and feedback	Monthly	Medupi Power Station	Service Manager Contractor's representative(s)
MMD Integrated Risk Management meetings	Monthly	Medupi Power Station	Service Manager Contractor's representative(s)

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

The Contractor shall have suitable premises with the required tools, cranes and equipment to be able to conduct the scope of work. Eskom reserves the right to inspect the workshop premises at any time during the duration of the contract (with prior notice of at-least)

24 hours) to make sure that it is suitable and is kept up to standard. The Contractor shall acknowledge receipt of request and confirm availability.

### 2.4 Provision of bonds and guarantees

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

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

### 2.5 Documentation control

All contractual communications will be in the form of properly compiled letters or a message in the email itself. The Contractor shall comply with the requirements of Eskom document Management System. All Documents provided to the Contractor shall remain part of the Employer asset at the end of the contract. QCP and pump performance report submitted and filed.

### 2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

and include on each invoice the following information:

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

#### Requirements

- All Electronic invoices must be sent in PDF format only.
- An invoice that was printed and then scanned to PDF by the Vendor is not acceptable at this is not an original tax invoice by SARS definition but a copy.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices, and statements sent electronically are tamperproof."
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- You do not require a goods receipt (GR) number to submit your invoices. When the GR number is received you can then send the GR number to the FSS contact center at [FSS@eskom.co.za](mailto:FSS@eskom.co.za) or 011800 5060.
- All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre: Tel;011 800 5060 or email; [fss@eskom.co.za](mailto:fss@eskom.co.za)

## 2.7 Contract change management

Refer to NEC TSC Core clause 6, in the event any change to the Contract needs to be managed. Employer will use the forms with Eskom header for instruction to the Contractor.

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

The Contractor is required to keep record and submit proof of all the actuals, to be verified at the completion of the Payment Certificate and assessment, should the Service Manager request to do so.

## 2.9 Insurance provided by the Employer

Below is information with regards to the Eskom Insurance Management Services, for in case the Contractor has inquiry;

Name and Surname	Contact Details	e-mail address
Mr Wiseman Khoza	+27 11 800 6268	Wiseman.khoza@eskom.co.za
MR Krishan Chaithoo	+27 11 800 4455	ChaithK@eskom.co.za
Ms Thembi Mabanga	+27 11 800 6509	thembi.mabanga@eskom.co.za
Ms Mamosidi Katane- Mathibela	+27 11 800 6380	KataneE@eskom.co.za
Mr Velaphi Mabaso	+27 11 800 3836	Velaphi.mabaso@eskom.co.za
Ms Beverley Jemaine-Cain	+27 11 800 3331	Beverley.jemaine-cain@eskom.co.za

## 2.10 Training workshops and technology transfer

The Contractor shall provide technical and operating training to Medupi employees identified by the employer. The training shall be both class and practical training at the plant. The Contractor shall train Employers technician to service their machines. There will be no extra cost for this training provided by the Contractor. The re-training shall be provided on a yearly basis.

## **2.11 Design and supply of Equipment**

Equipment supplied must always be in safe working order, irrespective whether the equipment is supplied by the Employer of the Contractor. Regular maintenance must be done on all equipment used to execute the service required.

Any modification on the plant shall be approved by the Employer's engineer and the documents (including drawings) must be property of the Employer.

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

### **2.12.1 Equipment**

Any equipment (assets) bought during the service period will be transferred to the Employer at the end of service period.

### **2.12.2 Information and other things**

If the information and other things are required, it will be discussed by the two Parties, and the provisions of information and other things will mutually agreed upon.

## **2.13 Management of work done by Purchase Order**

- A Purchase Order starting with 45\* series number will be issued to the Contractor monthly for any repairs or procuring.
- In the case of emergency repairs outside the SOW stated in this contract, different Purchase Order will be sent to the Contractor for the works. Respond to the issued Purchase Order must be dealt with as per secondary X19 agreement.

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

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

Employer and Safety Risk Management has the right and authority to visit and inspect the Contractors' work place or workshop to ensure that tools, machinery, and equipment comply with the minimum safety requirements.

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

- a) All activities listed in the National Environmental Act 107 of 1998, EIA regulations as amended must have environmental authorisation.
- b) The Contractor shall comply with all applicable legal and other requirements.
- c) The polluter pays principle will be applied.
- d) The Contractor Manager shall ensure compliance with Eskom Medupi Environmental procedures to ensure the prevention of pollution (refer; OMOP 4090 and 4402).
- e) The EMS document for Oil Spill Management at Medupi BIA/ENV/02

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

- a) The Contractor shall comply with Eskom's QM 58 (240-1056580000 Quality management Specification
- b) Quality requirements include visual inspection by the Employer, who will be entitled to witness progress of work at any time. The Employer shall also have the right to stop work and re-instruct the Contractor, who will comply with the request.
- c) The Employer may, by arrangement, inspect completed works. If, in opinion of the Employer, the work does not comply with the quality requirements expected from the Contractor, the Employer shall instruct the Contractor to rectify faults. The Contractor will comply with the instructions.
- d) The Contractor will comply with the Employer's Quality requirements as specified in procedure BIA/QA/STD/01 latest revision.
- e) The Contractor Shall develop Quality Control Plans (QCP) and ensure that are approved by Engineering prior to any work execution. The principle of "no QCP, no work shall apply". All intervention points shall be adhered to.
- f) The QCP shall be signed progressively by the Engineer/ Supervisor, Eskom QC Inspector, Contractor QC Inspector, and or/AIA.
- g) The Contractor shall compile detailed technical failure assessments report on respective equipment.
- h) The Contractor shall compile detailed technical repair/refurbishment reports detailing what refurbishment work was done on respective pump.
- i) Following the execution of repair/refurbishments the Contractor shall provide a technical performance report after commissioning pumps.
- j) The Contractor shall combine a method statement with respect to each damaged pump.
- k) The Contractor will ensure that the required OEM specifications and standards are met.

## 4 Procurement

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

### 4.1 People

#### 4.1.1 Minimum requirements of people employed

Key Personnel	Qualifications
Technician/ Supervisor- Well experienced Technician/ Supervisor with adequate track and supervision experience.	N Diploma/ N6 Mechanical Engineering Qualifications with minimum of 3 years' experience related to SOW.
Quality Controller	Experienced QC Co-ordinator with Level 2 Inspector Certification and minimum of 2 years' Experience in related SOW.
Mechanical Artisan	N3 Mechanical Engineering Qualification and Trade test Certificate and experience related to SOW

#### 4.1.2 BBBEE and preferencing scheme

Eskom intends to do business with supplier that are B-BBEE level 1-4 compliant, therefore the SANS accredited B-BBEE certificate or affidavit from CIPC/DTI certified by commissioner of oath are returnable. The company shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The supplier will be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract.

#### 4.1.3 Supplier Development and Localisation (SD&L)

##### 1. Skills Development Requirement

The SD&L Matrix is not an evaluation criterion; however, Tenderer are encouraged to make proposals before they are eligible for award in accordance with develop the skills in line with the SOW as illustrated on a below table. Skills development candidates should be from the Lephalale Municipality area.

The supplier will be required to train number of learners per annum,

Tenderers are required to propose against the following training initiatives:

Skill type	Eskom Target	Entry Level	Output	Tenderer Proposal
Artisan Mechanical	04	N3 / Matric Or Equivalent	Trade Test	

##### 2. Job Opportunities

Tenderer to indicate number of Jobs to be created and/or retained due to this contract.

Number of Jobs to be created	Number of Jobs to be retained

The *Contractor* should ensure that it recruits its General Workers and Semi-Skilled Workers within the vicinity of Medupi Power Station.

##### 3. SDL&I Penalty

Eskom will apply a penalty of 2,5% of the Contract Value for failure to meet SD&L obligations.

For the duration of the contract, Eskom will retain 2,5% of every invoice (excluding VAT) as security for the fulfilment of all SD&L Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SD&L obligations at the end of the contract.

#### **4. Reporting and Monitoring**

- The *Contractor* shall on a monthly/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 *Contractor* within 60 (sixty) days of receipt of the reports and notify the *Contractor* in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the *Contractor* have not met their SDL&I obligations, the *Contractor* 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 *Contractor* 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

### **4.2 Subcontracting**

#### **4.2.1 Preferred subcontractors**

It is the Contractor's duty to ascertain that the sub-Contractor is a suitably qualified competent in the service being provided. Any sub-contractor appointed, must be agreed by the parties, prior to the sub-contractor delivering a service to the Contractor.

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

Where the Employer deems it necessary to review subcontract documentation and assessment of the subcontract tenders, the Employer will request such information from the contractor, which will be provided in a timeous manner.

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

Refer too paragraph 4.2.1

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

To be agreed by both parties.

### **4.3 Plant and Materials**

#### **4.3.1 Specifications**

- The Contractor shall be in possession of all tools and equipment required for refurbishing and/or repairing of pumps.
- The Goods are to be packed in a such a manner that it can be transported and stored for an extended period of time without resulting in a damage to the goods.
- The different spares are to be packed separately in such a way that each type can be stored separately.

**4.3.2 Correction of defects**

- The Contractor shall repair/ refurbish/ overhaul the defective pump according to the agreed scope of work.
- Rework of any repaired work is unacceptable.
- Delivery of wrong pump or impeller is unacceptable.
- Delivery of damaged pump or impeller is unacceptable.

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

- The Contractor is responsible for supplying all other materials in accordance to Employer's technical criteria.
- The spares and components will be supplied to the "good received" section of the main store at Medupi Power Station where it will be received by materials management. The pumps and parts will be delivered with all required data book and certificates.

**4.3.4 Tests and inspections before delivery**

- It is the responsibility of the Contractor to ensure that equipment intended for use on this contract are inspected, tested and certified prior to delivery to site.
- Employer to be regular invited to the inspections on and when is required.
- The Contractor and the Employer must maintain communication regarding the tests and inspections that must be done and give feedback on the results obtained. The Contractor must always notify the Employer in the time for a test or inspection to be arranged and done before doing work which will obstruct the test or inspection.

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

All other plant and material are to be provided by the Contractor.

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

N/A

## 5 Working on the Affected Property

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

- The Medupi Power Station has been declared a National Key Point (NKP), and all regulations, laws and procedures relating to NKP shall be strictly adhered to.
- The Contractor must comply with speed limits on site.
- On a daily routine all personnel will access and leave the site via the security-controlled access point, where all subjected to security screening procedures which includes 100 % alcohol testing.
- Should there be any work required to be done by the Contractor on site, they must undergo safety induction, medical screening and all other necessary assessments before the access can be granted.
- The Contractor must note that areas that PPE is required to be worn are indicated.

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

- people are restricted to the Affected Property only.
- The Contractor and his Employees are required to always maintain professional conduct, that holds up Eskom Values to the highest standard.
- Normal working hours at Medupi Power Station : Monday- Thursday 07h00- 16h00  
Friday 07h00-12h00

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

There is a Medical station on site and Fire and rescue team for assistance with incidents and treatment of all serious injuries, should there be any medical assistance required by the Contractor while on Site.

### 5.4 Environmental controls, fauna & flora

The Contractor shall comply with all constraints stated the Medupi Document 241029228 "Medupi Power Station Pumps Repair Scope of Work" revision 2. As well as all applicable policies relating to the conversation of Medupi fauna and flora.

### 5.5 Cooperating with and obtaining acceptance of Others

N/A

### 5.6 Records of *Contractor's* Equipment

The Contractor Shall keep a proper detailed list of all Equipment collected and brought to site.

- Copy of the list will be submitted to the Employer.
- Revised and updated lists must be provided.
- Proof of site entrance needs to be provided before equipment can be removed from site

### 5.7 Equipment provided by the *Employer*

The Employer shall provide lifting equipment on site collection and delivery of damaged and delivery of new or refurbished pumps and impellers.

### 5.8 Site services and facilities

#### 5.8.1 *Provided by the Employer*

Not applicable to the Employer

#### 5.8.2 *Provided by the Contractor*



- Contractor shall have a suitable premises/workshop with the required tools, cranes and equipment to be able to conduct scope of work. Eskom reserves the right to inspect the workshop premises at any-time during the duration of the contract (with prior notice at least 24 hours. To make sure that it is suitable and is kept up to standard.
- The Contractor is responsible for the transportation of pumps and parts to and from Medupi Power Station.

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

- The Contractor must treat water as a scarce resource whenever with in Eskom premises.
- The Employer advocates the appropriate disposal of waste to enhance recycling.
- Contractor to use appropriate PPE whenever within Eskom premises as when required in a PPE designated areas to minimise noise and dust.

## **5.10 Hook ups to existing works**

Hooking up at heights is a non- negotiable life saving rule at Eskom. Medupi Power Station applies zero tolerance to no-compliance of this rule or any other saving rules.

## **5.11 Tests and inspections**

### **5.11.1 Description of tests and inspections**

The test and inspection to be carried out by the Contractor, Employer to be notified for proper arrangement prior to any inspection to be carried out at the Contract's work area.

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

- The materials facilities and samples for test and Inspections to be carried out by the Contractor.
- The Contractor is responsible for the commissioning of a repaired pump or newly supplied pump as when requested by the Employer's representative(s).

6 List of drawings

6.1 Drawings issued by the Employer

N/A

Drawing number	Revision	Title