



NEC3 Term Service Contract (TSC3)

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

and

for **Duvha Emissions Particulate Correlation & Gaseous
QAL2 Parallel Tests on an as and when required basis**

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CONTRACT No.

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:

Duvha Emissions Particulate Correlation & Gaseous QAL2 Parallel Tests on an as and when required basis

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 ¹	R
	(amount 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:

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

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

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

Note:

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

No.	Subject	Details
1		
2		

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
 Duvha Power Station.
 Off Witbank-Bethal Road
 Witbank
 1035

Name & signature of witness

.....

Date

.....

C1.2 TSC3 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option: [Redacted] dispute resolution Option and secondary Options [Redacted] [Redacted] of the NEC3 Term Service Contract April 2013 ¹ (TSC3)	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X17: Low Service damages X19: Task Orders Z: Additional conditions of contract
10.1	The <i>Employer</i> is (name): Address	Eskom Holdings SOC Limited (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name): Address Tel e-mail	Vero Masuku Duvha Power Station PO Box 2199 Witbank 1035 +27 13 690 0329 MasukuVP@eskom.co.za

11.2(2)	The Affected Property is	Duvha Power Station Units 1, 2, 4, 5 and U6 Smokestack.
11.2(13)	The <i>service</i> is	Duvha Emissions Particulate Correlation & Gaseous QAL2 Parallel Tests on an as and when required basis
11.2(14)	The following matters will be included in the Risk Register	<p>1. All risks identified by either Party will be addressed in a meeting scheduled or specially convened when needed. All risks will be communicated in writing to either Party prior to any meeting convened.</p> <p>2. Any risk pertaining the Future failure of any components while performing the works must be declared to define material lead times.</p>
11.2(15)	The Service Information is in	Part 3: Scope of Work
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	5 working days
2	The Contractor's main responsibilities	Duvha Emissions Particulate Correlation & Gaseous QAL2 Parallel Tests on an as and when required basis
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Not applicable
3	Time	
30.1	The <i>starting date</i> is.	01 August 2026 or As soon as possible
30.1	The <i>service period</i> is	5 years (60 months) (01 August 2026- 31 July 2031)
4	Testing and defects	No data is required for this section of the conditions of the contract
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each 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	Within 30 days of receipt of undisputed Tax invoice.

51.4	The <i>interest rate</i> is	<p>(i) zero percent 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</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted mutatis mutandis every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
6	Compensation events	<p>The Contractor shall not be obliged to commence with or adhere to any instruction which constitutes a change to the works information until agreement has been reached in relation to the cost and time impact of such instruction</p>
7	Use of Equipment Plant and Materials	<p>The contractor shall not use the equipment, plant and material for his/ her own purpose other than for providing the service</p>
8	Risks and insurance	<p>Renewal of SANAS Accreditation</p>
80.1	These are additional <i>Employer’s</i> risks	
9	Termination	<p>90.1 Both the Employer and Contractor have rights of termination. The Party wishing to terminate initiates the procedure by notifying the Service Manager and giving his reasons for terminating. If satisfied that there are valid contractual grounds for termination, the Service Manager issues a termination certificate promptly.</p> <p>90.2 Only the Employer has a right of termination entirely at his discretion, i.e. without one of the reasons listed in R1 to R21. The Contractor can terminate only for one of the reasons listed in the Termination Table. For convenience,</p>

the reasons are given an identification reference and are fully described in Clause 91. If the Employer wishes to terminate for a reason other than those in R1 to R21, he should state this in notifying the Service Manager under subclause 90.1. The procedures to be followed and the amount due to the Contractor are generally related to the reasons for terminating, although some are independent of the reasons.

10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Not Applicable
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg, South Africa

	<p>The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is</p>	<p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>																		
<p>12</p>	<p>Data for secondary Option clauses</p>																			
<p>X1</p>	<p>Price adjustment for inflation</p>																			
<p>X1.1</p>	<p>The <i>base date</i> for indices is</p> <p>The proportions used to calculate the Price Adjustment Factor are:</p>	<p>April 2026 one month prior to the tender closing date. Rates are fixed and firm for first 12 Months after the Base Date. There after CPA escalation will apply.</p> <table border="1"> <thead> <tr> <th data-bbox="730 846 938 987"> Proportion <u>Local Labour:</u> </th> <th data-bbox="938 846 1225 987"> linked to index for </th> <th data-bbox="1225 846 1457 987"> Index prepared by </th> </tr> </thead> <tbody> <tr> <td data-bbox="730 1048 938 1115">0.60%</td> <td data-bbox="938 1048 1225 1115">Table C3(a), Actual Labour Cost</td> <td data-bbox="1225 1048 1457 1115">SEIFSA</td> </tr> <tr> <td data-bbox="730 1137 938 1205">0.15%</td> <td data-bbox="938 1137 1225 1205">Table L2A Transport</td> <td data-bbox="1225 1137 1457 1205">SEIFSA</td> </tr> <tr> <td data-bbox="730 1216 938 1283">0.10%</td> <td data-bbox="938 1216 1225 1283">Material purchases by type of service (CPI)</td> <td data-bbox="1225 1216 1457 1283">SEIFSA</td> </tr> <tr> <td data-bbox="730 1395 938 1440"><u>0.15</u></td> <td data-bbox="938 1395 1225 1440">non-adjustable</td> <td data-bbox="1225 1395 1457 1440"></td> </tr> <tr> <td data-bbox="730 1462 938 1507">1.00</td> <td data-bbox="938 1462 1225 1507"></td> <td data-bbox="1225 1462 1457 1507"></td> </tr> </tbody> </table>	Proportion <u>Local Labour:</u>	linked to index for	Index prepared by	0.60%	Table C3(a), Actual Labour Cost	SEIFSA	0.15%	Table L2A Transport	SEIFSA	0.10%	Material purchases by type of service (CPI)	SEIFSA	<u>0.15</u>	non-adjustable		1.00		
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<p>X19</p>	<p>Task Order</p>																			
<p>X19.5</p>	<p>The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within</p>	<p>2 days of receiving the task order</p>																		

Z	The <i>additional conditions of contract</i> are	Z1 to Z23 always apply.
Z1	Cession delegation and assignment	
Z1.1	Neither Party shall be entitled to cede, delegate or assign any of its rights or obligations under this Contract to any person, without the prior written consent of the other Party, such consent not to be unreasonably withheld.	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 and the Electricity Distribution Industry.	
Z2	Joint ventures – Not Applicable	
Z2.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Service Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Service Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Service Manager</i> .	
Z3.3	Where, as a result, the Contractor's B-BBEE status has decreased more than three levels since the Contract Date and the Contractor does not rectify the status within six months of the certification date, then the Employer may either renegotiate this contract or alternatively, terminate the Contractor's obligation to Provide the Works.	
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 Ethics

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Service or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

The provisions of Clause Z4 shall apply mutatis mutandis in order to make the rights to ethical conduct contained in the clause, reciprocal.

- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Service if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from an approved vendor data base of the *Employer* as a consequence of such practice.

The provisions of Clause Z4 shall apply mutatis mutandis in order to make the rights to ethical conduct contained in the clause, reciprocal.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P4 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

The provisions of Clause Z4 shall apply mutatis mutandis in order to make the rights to ethical conduct contained in the clause, reciprocal.

Z5 Confidentiality

- Z5.1 The *Receiving Party* shall not disclose or make any information arising from or in connection with this contract available to Others, without the prior written consent of the *Disclosing Party*, which shall not be unreasonably withheld. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Receiving Party*, enters the public domain or to information which was already in the possession of the *Receiving Party* at the time of disclosure, or information independently developed without reference to the *Disclosing Party's* information. 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.
- Z5.2 If the *Receiving Party* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Disclosing Party*.
- Z5.3 In the event that the *Receiving Party* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Receiving Party*, to the extent permitted by law prior to disclosure, notifies the *Disclosing Party* 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 *Receiving Party* 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.

- Z5.4 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*.
- Z5.5 The *Receiving Party* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 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.
- Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

- Z8.1 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.

- Z8.2 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.
- Z8.3 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.

Z9 Notifying compensation events

- Z8.1 This replaces the last paragraph of core clause 61.3 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.

Z10 *Employer's limitation of liability*

- Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

- Z11.1 or had a business rescue order granted against it.

Z12 *EMPLOYER'S RIGHT TO SANCTION A SUBCONTRACTOR*

- Z12.1 THE *CONTRACTOR* SUBMITS THE NAMES OF EACH PROPOSED SUBCONTRACTOR TO THE *EMPLOYER* FOR ACCEPTANCE.
THE *CONTRACTOR* DOES NOT APPOINT A SUBCONTRACTOR UNTIL THE *EMPLOYER* HAS ACCEPTED HIM.

Z13

- Z13.1 IT IS MANDATORY TO THE *EMPLOYER* FOR THIS CONTRACT TO COMPLY WITH LABOUR RELATION ACT OF S.A

Z14 Insurance

Z 14 .1 Replaces core clause 83 with the following:

Insurance cover 83

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

INSURANCE TABLE A

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

Z 14.2 Replace core clause 86 with the following:

Insurance by the Employer 86

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

INSURANCE TABLE B

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

Z15 Ambiguities and Inconsistencies

Z15.1 When proceeding to resolve any ambiguity or inconsistency between the documents which are part of this contract the *Service Manager* shall take cognisance of the following hierarchy of documents:

Z15.1.1 The Contract Data (as amended by any agreed deviations by the Parties either recorded in the Contract Data or in a separate document);

Z15.1.2 The relevant *conditions of contract*;

Z15.1.3 The Service Information;

Any appendices in their sequential order.

Z16 Risk and Insurance – Additional to Clause 83.

Z16.1 Employer must provide prompt or as soon as reasonably possible written notice of requests for third party indemnification as well as fines and/or penalties directly imposed on the Employer for the Contractor’s violation of applicable law or for patent infringement for which the Contractor is responsible and shall provide the Contractor with an unrestricted ability, subject to any limitations on subrogation of rights as may be contained in its insurance, to defend the respective claim on the Employer’s behalf. The Indemnification provided by the Contractor to the Employer is only provided to the extent that the indemnified event was caused by the Contractor or any of its subcontractors’ negligence or wilful misconduct.

Z17 Termination: Amend clause 91.7

- Z17.1 Either party may terminate if an event occurs which
- stops the Contractor completing the works or
 - stops the Contractor completing the works by the date shown on the Accepted Programme and is forecast to delay Completion by more than 13 weeks, and which
 - neither Party could prevent, and an experienced contractor would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it (R21).

Z18 Import and Export Controls

- Z18.1 Shall not be obligated to fulfil this Contract if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. As long as any such embargoes and or sanctions came into effect after the contract date.

Z19 Indemnity

Z19.1 Contractor's Indemnity

Contractor shall indemnify and hold harmless Employer from and against liability resulting from injury to or death of persons, and from damage to or loss of physical property of third parties with whom Employer does not have a contractual relationship, to the extent caused by negligent acts or omissions of Contractor or its agents and sub-contractors while delivering the goods or services at the site during the Term. Contractor's indemnity obligations under this Clause shall not apply to any liabilities arising out of or relating to events or circumstances occurring after the effective date of termination of this Contract or expiry of the Term. The Employer must provide prompt and written notice of requests for third party indemnification, not make any admissions of liability and give the Contractor the unrestricted ability to defend the respective claim on the Employer's behalf.

Employer's Indemnity

- Z19.2 The Employer shall indemnify and hold harmless Contractor from and against liability resulting from injury to or death of persons, and from damage to or loss of physical property of third parties, to the extent caused by negligent acts or omissions of Employer or its agents and sub-contractors. Employer's indemnity obligation under this Clause shall not apply to any liabilities arising out of or relating to events or circumstances occurring after the effective date of termination of this Contract or expiry of the Term.

Z20 Uncertain Situation

- Z20.1 The Parties acknowledge that there is an uncertain political and security situation in the world, in particular due to the invasion of Ukraine ("Uncertain Situation"), which effects are difficult to foresee at the time of Contract signing and which can directly and indirectly affect the execution of this Contract including but not limited to the availability of certain equipment, commodities, metals, and materials as well as the availability of transportation means and services. In the light of the above, the Parties agree that the Supplier shall be entitled to reasonable adjustments of the delivery term and/or the Contract price to the extent any delay and costs are caused directly or indirectly by the above-mentioned Uncertain Situation and any related consequences.

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. Details of the insurance itself are available from the internet web link given below.

Services provided in a TSC3 contract could include some element of maintenance or operational service activity. If an event occurs which causes loss or damage, a claim could be made either against the *Employer's* "works" type policy which may be in place for the *Employer's* portion of the Affected Property concerned or against the *Employer's* assets policy which may be in place for the *Employer's* portion of the Affected Property concerned, or both.

The cover provided and the deductibles under the works policy are different to those under the assets policy. Each policy has a range of applicable deductibles depending on the location of the Affected Property and the nature of the insurable event.

The *Contractor* is required in terms of Contract Data for clause 83 to provide cover for the deductibles in the insurance provided by the *Employer*. This can be provided from his own resources on a 'self insured' basis or obtained by him from his own insurers. In order to assess the extent of this cover, tendering contractors and their brokers should consult the internet web link given below and scroll to '**Format TSC3**' to establish both the cover and the deductibles in relation to the *service* provided in terms of this contract.

Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 83.2. In terms of clause 83.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.

If Marine Insurance is required, the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.

Further information and full details of all Eskom provided policies and procedures may be obtained from:

http://www.eskom.co.za/live/content.php?Item_ID=9248

Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Peter HIGGINS	UK	+44 1293 873 868 peterhiggins@pdconsult.co.uk
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Robert St. LEGER	Cape Town	+27 21 794 7488 bobst@iafrica.com
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

C1.2 Contract Data

Part two - Data provided by the Contractor

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 22 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail:	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	
63.2	The percentage for overheads and profit added to other Defined Cost is	
11.2(4)	The <i>price list</i> is in	C2.2 – Pricing Information
11.2(14)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

Part 2: Pricing Data
TSC3 Option A

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

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (TSC3) core clauses and Option A states:

Identified and defined terms 11

11.2 (12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

the Price for each lump sum item in the Price List which the *Contractor* has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the price list

Before preparing the price list, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the price list either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively, the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the price list to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and

incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the price list

Item no	Description	Unit	Expected Quantity	Rate	Price
1	Health & safety requirements (safety file assessment)	sum	1		
2	Medicals, Police clearance, Induction traveling, PPE etc. (once every year)	sum	5		
3	Full correlation test for Units 1 & 2 (FFP), include particle size distribution (15 tests)	sum	11		
4	Full correlation test for Units 4, 5 & 6 (ESP), include particle size distribution (18 tests)	sum	15		
5	Spot check correlation test (minimum of 5 tests)	sum	10		
6	Gaseous Parallel test for five (5) Units (minimum of 3 days)	sum	20		
7	Gaseous Surveillance test for five (5) Units (minimum of 5 tests)	sum	10		
8	Electrostatic Precipitator (ESP) efficiency measurement test.	sum	4		
9	PM Emissions measurement during upset conditions (minimum of 4 tests).	sum	5		
10	PM measurement during start up conditions (minimum of 4 tests)	sum	5		
11	PM measurement during start up conditions (minimum of 4 tests)	sum	5		

The total of the Prices

.....
 PRINT NAME AND SURNAME

.....
 SIGNATURE

.....
 DATE

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Service Information</i>	10
C3.2	<i>Contractor's Service Information</i>	14
	Total number of pages	28

C3.1: EMPLOYER'S SERVICE INFORMATION

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(1) Description of the service

i. Executive overview

The tests and reports should be conducted by SANAS accredited laboratories or laboratories accredited by similar foreign authorities. The SANAS accreditation should be specific for the relevant standards methods as prescribed in the Minimum Emission Standard (MES) and it must be noted that Eskom prefers the use ISO/EN/BS standards.

The particulate emissions monitor correlation test will be done on the dust monitors installed at 200-meter level at the South and North smokestack on a two-yearly basis. The parallel (QAL2) test will be done on a two-yearly basis. The Particulate Emissions Correlations tests will be performed at 200-meter level where testing ports are located. The Gaseous CEMS QAL2 tests will be performed at 150 metre level where testing ports are located. Particulates correlation test may also be done on request after the replacement of fabric filter bags or replacement of continuous emissions monitors. Spot check measurements will also be done as and when required. The Particulate Emissions Correlations tests must include the Velocity Correlations tests. The QAL2 tests will also be done on requests as and when required.

Test	Units	Quantity	Frequency
Full correlation est on FFP, include particle size distribution	Units 1, 2.	2 Units	2 yearly
Full correlation test on ESP, include particle size distribution	Unit 5, 5, 6	3 Units	
Spot Check Measurements	Unit 1, 2, 4, 5, 6	5 Units	As and when required
Gaseous Parallel Tests (QAL2)	Units 1, 2, 4,5, 6	5 Units	2 yearly
Gaseous Surveillance test	Units 1, 2, 4,5, 6	5 Units	As and when required
Electrostatic Precipitator (ESP) efficiency measurement test.	Unit 4, 5, 6	3 Units	As and when required
PM Emissions measurement during upset conditions	Unit 4, 5, 6	3 Units	As and when required
PM measurement during start up conditions	Unit 4, 5, 6	3 Units	As and when required
PM measurement during shut-down conditions	Unit 4, 5, 6	3 Units	As and when required

ii. Employer's requirements for the service

Duvha Power stations requires the services of qualified and accredited servicer provider to provide the following services for a period of 5 years:

Correlation Tests

1. Conduct Emission Particulate Correlation tests on the installed dust monitors at 200M level in unit 1,2,4,5 and 6. The tests will be conducted as per Emission Monitoring and Reporting standard (240-56242363).
2. Full Correlation tests to be Scheduled every 20 months to ensure that the tests are done within the 2-year period as required in the Emission Monitoring and Reporting standard.
3. Tests will be done after peak hour at night as and when production constrains allows.
4. Provision for additional spot check measurements as and when required.
5. Provision for Particulates correlation tests as and when required after the replacement of fabric filter bags or replacement of continuous emissions monitors.

QAL2 Tests

1. QAL2 tests shall be done on the 5 installed CEMs analyser at 150-meter level at the smokestacks North and South.
2. The QAL2 tests shall be done as per procedure 240-56242363 (Emission Monitoring and Reporting standard) latest available standard.
3. Parallel tests shall be performed every 20 months by a SANAS accredited stack testing service provider to ensure that tests are done on time within the 24 months period as stated in the Emission monitoring and reporting standard.
4. Provision for additional tests should ad hoc tests be required.
5. Provision of the following Gas cylinders during Gaseous Parallel test:

1. CO2 in nitrogen - 15%
2. NO in nitrogen - 600 ppm
3. SO2 in nitrogen - 900 ppm
4. CO in nitrogen – 10 ppm
5. O2 in nitrogen – 10%

iii. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
C&I	Control & Instrumentation
PM	Particulate Matter
FFP	Fabric Filter Plant
ESP	Electrostatic Precipitator
LAR	Limited Access Register
VA	Visual Automation

DCS	Distributed Control System
TOI	Temporary operating instruction
PTW	Permit To Work
QCP	Quality Control Plan
CEMS	Continuous Emissions Monitoring System
QAL	Quality Assurance Level
SRM	Standard Reference Method
AMS	Automatic Measurement System
Am3(w)	Actual Cubic Metres on a wet basis
SHEQ	Safety Health Environment Quality
PPE	Personal Protective Equipment
NO	Nitrogen oxide
CO2	Carbon di-oxide
SO2	Sulphur di-oxide
CO	Carbon monoxide
O2	Oxygen

(2) Management strategy and start up.

i. The Contractor's plan for the service

To be communicated.

ii. Management meetings

Regular meetings of a general nature may be convened and chaired by the <i>Supply Manager</i> as follows:	Approximate time & interval	Location	Attendance by:
Title and purpose Risk register	per visit	Duvha C&I Engineering office	Contract manager Service provider
Overall contract progress	per visit	Duvha C&I Engineering office	<i>Contract manager</i> <i>Service provider</i>
Safety Meetings	per visit	Duvha C&I Engineering office	Contract manager Service provider and their employees

iii. Contractor's management, supervision, and key people

1. The Contractor shall advise on how they will ensure that activities are supervised, monitored, controlled, and coordinated for the duration of a contract with Duvha Power Station.
2. The following people will be required when work is to be carried:
 - A manager that will be required to draft the final report or qualified person who will be compiling the report as per SOW
 - A Project leader that will ensure that the team working at the plant are on site and safe. Qualified personnel that will be carrying out the task.
3. The Contractor submits the following qualification during tender returnable.
 - Project Leader
 - Full CV, National Diploma or B-Tech Degree
4. Records of calibration certificates of all instruments will be required when work is to be carried as per SOW.

iv. Provision of bonds and guarantees.

Not applicable.

v. Documentation control

After Work is completed, a comprehensive report detailing all the findings and results must be submitted.

vi. Invoicing and payment

Within one week of receiving a payment certificate from the *Contract 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 *Contract Manager's* payment certificate.

The Contractor shall address the tax invoice to Eskom Holdings Limited's VAT (4740101508) and Company Registration Number (2002/015527/06). The tax invoice shall be saved in PDF and sent to invoiceseskomlocal@mp2rc110.eskom.co.za and include on each invoice the following information:

Name and address of the *Contractor* and the *Contract 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).

vii. Contract change management.

Not Applicable

viii. Records of Defined Cost to be kept by the Contractor.

Not applicable.

ix. Insurance provided by the Employer.

x. Training workshops and technology transfer

1. The Contractor works with C&I Engineering personnel every time they come to site to ensure that emissions correlation and parallel (QAL 2) test are conducted as per requirement of emissions and reporting standard and to ensure skills transfer.

xi. Design and supply of Equipment

Not Applicable

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

a. Equipment

Not applicable.

b. Information and other things

Not applicable.

xiii. Management of work done by Task Order

1. A task order and PO will be issued before the work is done.
2. The Contractor submits a signed correlation or parallel test report after two weeks on completion of the test on site.

(3) Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The service requires that the Contractor must have at least two employees preferably the Supervisors to be trained, competence-assessed, and authorized in writing to perform the duties of a Responsible Person in terms of the Eskom Plant Safety Regulations. The *Employer* will offer Plant Safety Regulations free of charge to the *Contractor* employees depending on the availability of PSR training schedule.

While work is in progress, adequate warning signs and/or barricades shall be used in all areas where there is a risk of persons being injured by materials or equipment falling from the work area. Barricades should be continuous and easily visible.

The *Contractor's* personnel is to undergo Safety Induction Training at Duvha prior to commencement of this contract and all the relevant Documentation is to be approved by Safety Officials and the *Contract Manager* before any activities can be started on site.

- a) The *Contractor* complies with the requirements of the Duvha Power Station Safety, Health & Environmental Specifications SAS 0012: Duvha Power Station Contractors safety manual.
- b) The documents are completed by the Contractor's and submitted to the Employer before taking possession of the works.
- c) These documents are valid for the duration of the works.
- d) The *Contractor* and all his personnel attend a Health and Safety Induction Course prior to starting with the works.
- e) The induction course is presented by the Safety Risk Department at Duvha Power Station.

- f) The *Contractor* makes arrangements with Safety Risk Management at telephone number 013-690-0143 or 013 690 0505.
- g) The *Contractor* submits all the documents as indicated in the Safety, Health & Environmental Specifications relevant to the work to Safety Risk Management before the induction course.
- h) Training and Competency Records with regard to the skills he uses to carry out the works or any other works in the Employers premises.
- i) Compensation Commissioner records and proof of registration.
- j) Records and documentation with regard to any sub-contractor or labour-only contracts he places or uses to carry out the works or any other works in Employers premises.
- k) Personal Protective Equipment and Safety Equipment Inspection, training and competency records and documentation.
- l) Employment contracts for all sub-contractor or labour-only contracts.
- m) Compliance to a Safety System, such as NOSA or any other system that is similar in nature.
- n) Records of all incidents or accidents, and vehicle accidents, incurred during execution of this works or any other works in the Employers premises.
- o) Records of all man-hours, including sub-contractors or labour-only contracts, the *Contractor* spends on the *Employers* premises.
- p) Written Safe Work Procedures for all hazardous tasks the *Contractor* executes on the *Employers* premises.
- q) A Fall Protection Plan for all elevated work the *Contractor* does on the *Employers* premises.
- r) Environmental Plan and awareness training.
- s) Induction training records of his staff by himself/herself.
- t) Minimum wage compliance for the different skills and to which Bargaining Council compliance is made to and proof of membership, if any.
- u) Risk Assessment of this type of work.
- v) Proof of authorisation/accreditation from Department of Employment and Labour and or other Statutory Body for this type of works, if applicable.
- w) Emergency Evacuation and Rescue Plan for the hazardous tasks related to the works.

3.2 Environmental constraints and management

- The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure ENVP 0016: Procedure for environmental handling of waste including redundant and obsolete equipment.
- Refuse Disposal
- The *Employer* will provide special colour coded bins for refuse disposal. The *Employer* will empty these bins.

- The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins:
 - Maroon bins: - Scrap metal only
 - White bins: - Lagging and general household rubbish
 - Yellow bins: - Ash, dust, coal dust and sand
- For the full duration of the *Works*, the *Contractor* is responsible to keep the work area clean of any rubble, and to place all refuse into the bins provided.

3.3 Quality assurance requirements

The *Contractor's* ISO 9001:2015 Certificate of compliance or equivalent must be supplied with tender documents. If the *Contractor* is not certified, the objective evidence of a developed and fully implemented Quality Management System that complies with ISO 9001:2015 requirements shall be submitted.

The *Contractor* shall comply with the *Employer's* Quality Requirements as specified in the Supplier Quality Management Specification 240 – 105658000 (QM-58). Form A (Tender and contract quality requirements for QM 58 and Quality Requirements for ISO 9001 standard) of this Specification indicates the specific application thereof.

All Quality Control documentation must be submitted to the *Employer* at least one month before Outage start. Quality Plans must include hold and witness points, must clearly state 3rd party interventions and quality/test specifications where applicable.

The Quality Control documentation that will be handed over within 30 days of order placement by the successful *Contractor* to the Employer and shall consist of the following:

3.3.1 Quality Control Plan

The Quality Control Plan shall consist of the following as a minimum and shall be accepted by the *Quality representative* of the *Contractor* prior to commencement of work and shall be sent to Eskom for approval. The QCP will also include welding procedures where necessary.

A covering page, table of contents and QCP which includes and makes provision for the following but not limited to: -

- QCP unique number.
- Revision number.
- Page number
- Provision for QCP approval signatures by the *Contractor* (Supervisor and Quality Controller) and Eskom System Engineer and/ or Eskom QC.
- Provision to incorporate all inspection reports or any form of records to prove conformity to requirements.
- High level description of work in execution including Item/ component/ system/ sub-system.
- Provision for nomination of intervention points for each activity as per SOW.
- Provision for review and approval signatures and dates by the *Contractor* (Supervisor and Quality Controller) and Eskom System Engineer and/ or Eskom QC.
- Provision for final releases/ approval signatures by the *Contractor* (Supervisor and Quality Controller) Eskom System Engineer and/ or Eskom QC.

3.3.2 Procedures

Contractor to submit all work procedures/instructions before any work commences. These must be submitted together with QCP for approval.

(4) Procurement

- (5) The *Contractor* shall comply with Basic Condition of Employment Act and Labour Relation Act for the use of labour in executing the works to give effect to the right to fair labour practices referred to in section 23(1) of the Constitution by establishing and making provision for the regulation of basic conditions of employment; and thereby to comply with the obligations of the Republic as a member state of the International Labour Organisation; and to provide for matters connected therewith.

i. People

a. Minimum requirements of people employed

- (1) The *Contractor* supplies and ensures that his employees wear the correct PPE according to the risk assessments performed on the specific tasks to be carried out.
- (2) The *Contractor* ensures that everyone entering Duvha Power Station under his supervision is medically, physically, and psychologically fit to enter Duvha Power Station.
- (3) The medical examination, at the *Contractors* cost, is carried out by a Registered Professional Occupational Health Practitioner and the examination shall include the following tests:
 - i. Eye Test, Blood Pressure,
 - ii. Heart Function,
 - iii. Hearing Test and
 - iv. Lung function.

ii. Subcontracting

a. Preferred subcontractors

- (1) The *Contractor* shall make use of any supplier for sourcing of equipment, tools, and material whatever that the *Contractor* will use to execute works shall comply with the SABS.

b. Subcontract documentation, and assessment of subcontract tenders

Not applicable

c. Limitations on subcontracting

To be discussed during the Kick-Off Meeting.

d. Attendance on subcontractors

To be discussed during the Kick-Off Meeting.

iii. Plant and Materials

a. Specifications

The *Works* must comply with the requirements of the National Environmental Management: Air Quality Act (39/2004) and the Eskom Standard for Emission Monitoring & Reporting 240-56242363.

b. Correction of defects

Correction of defects will be address by the form of Notification that is loaded on the SAP system.

c. Contractor's procurement of Plant and Materials

- (1) The *Contractor* shall make use of SABS approved plant and material.
- (2) Test certificates shall be given to the *Service Manager* of the contract.

d. Tests and inspections before delivery

- Testing will be conducted in accordance with EN15259, accredited under ISO17025:2017 as required by Eskom procedure 240-56242363.
- Testing will be conducted in accordance with EN13284-1 and EN13284-2, accredited under ISO17025:2017 as required by Eskom procedure 240-56242363.
- The QAL2 shall be done according to Eskom procedure 240-56242363 Emissions Monitoring and Reporting Standard latest revision available from ESKOM's representative (Performance and Testing department)
- Testing will be conducted in accordance with EN14181, accredited under ISO17025:2017 as required by Eskom procedure 240-56242363

e. Plant & Materials provided "free issue" by the Employer.

- (1) The *Employer* will provide power supply, water, and land for the storage of equipment and material.
- (2) The *Contractor* shall supply all the necessary equipment and material required to execute the Works. *Contractor* to transport its employees.
- (3) Should the *Contractor* require using of any of the *Employer's* Equipment, including compressed air, electricity, water supply and crane age, it must be specified in the Works Information supplied by the *Contractor*.
- (4) The *Employer* does not guarantee continuity of supply of any of these items required in point 3.

f. Cataloguing requirements by the Contractor

Not applicable

(6) Working on the Affected Property

- (1) Safety induction to be successfully completed
- (2) Obtain LAR before work commences
- (3) Conduct risk assessment before work is done

i. Employer's site entry and security control, permits, and site regulations.

- (1) Pedestrian crossing is made on the road they should be used when crossing the road.
- (2) Inside the plant walkways are clear makes they should be used when walking inside the plant to keep safe on any object that might fall.
- (3) Barricades are provided where there are open trenches and around the sumps and manholes.

- (4) The *Contractor* shall occupy only such ground as is necessary to carry out the works.
- (5) All fences and other structure that have been damaged or interfered with by the *Contractor* shall be restored to be a condition at least equivalent to their original condition.

ii. People restrictions, hours of work, conduct and records.

- (1) The LAR is for the person in charge of the plant to maintain control over activities taking place on his plant that are not covered by the Plant Safety Regulation and Operating Regulations for High Voltage Systems.
- (2) Activities that are allowed to be carried out under the LAR must not require a permit and must satisfy the following criteria:
- (3) They must not involve danger to the person carrying out the activity.
- (4) No plant isolations must be required.
- (5) The activity must be performed by a skilled person and there must be no risk of a production loss.
- (6) The duration of the activity must be less than 24 hours.
- (7) The *Supervisor* accompanies the *Contractor* during the first instances of working under a LAR on a specific plant area.
- (8) It is very important that the person who plans to do an activity on a plant under the LAR informs the person in charge of the plant (ASS on the panel or Operating Supervisor) of what will be done.
- (9) This means verbally telling the person in charge of the plant what will be done and not just signing the LAR book. The LAR book is also signed.
- (10) It is also important that as soon as the activity is completed the person, who was doing the activity, notify (verbally) the person in charge of the plant that conditions are back to normal, and that the LAR has been signed off. Just signing the LAR book is not sufficient.
- (11) For more information, please refer to Plant Safety Regulation C11.

iii. Health and safety facilities on the Affected Property

Refer to the attached SHE specification, 03A SAS 0012 document.

iv. Environmental controls, fauna & flora

Refer to the attached SHE specification, 03A SAS 0012 document.

v. Cooperating with and obtaining acceptance of Others

Not applicable

vi. Records of *Contractor's* Equipment

The *Contractor* shall comply with Duvha Material Movement Control work instruction contained in Document SCP0003 – Annexure 2.9 attached.

vii. Equipment provided by the *Employer*.

(1) Should the *Contractor* require using any of the *Employer's* Equipment, including compressed air, electricity, water supply and crane, it must be specified by the *Contractor* during the kick off meeting. The *Employer* does not guarantee continuity of supply of any of these items.

(2) The *Employer* shall be entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the *Contractor* shall be obliged to provide the necessary Equipment at his own cost.

(3) The *Contractor* is responsible for the repair, replacement, or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor's* custody and control.

(4) The *Contractor* site manager must ensure that any one of his employees or *Sub-Contractor*, operating hoist equipment belonging to the *Employer*, is authorised by an Accredited Company and retraining is done annually. Arrangements for training courses can be made via Duvha Power Station Maintenance Training, but the *Contractor* will absorb costs.

(5) A copy of this accredited and valid training certificate must be given to the *Employer's* Supervisor, who will then arrange access for usage.

viii. Site services and facilities

a. Provided by the *Employer*

(1) Potable Water Supply:

i. Potable water is available at the existing points. There are no portable points for the work that is done outside the station therefore the *Contractor* to provide his/her alternative supply.

(2) Electrical Power Supply

i. Power is available at the existing points.

ii. The *Contractor* provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.

iii. *Contractors'* Electrical Distribution Boards complies with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations.

iv. Each board brought onto site has a Certificate of Compliance issued by an accredited person.

v. The *Contractors'* electrical distribution boards are installed at the works on a time negotiated with the Supervisor, prior to the possession date.

vi. The *Employer* connects distribution boards to a 380V three-phase AC power supply, only after the *Contractor* has submitted the valid Certificate of Compliance.

vii. All *Contractors'* Electrical Distribution Boards are earthed to the steel structure of the plant.

viii. There will be no supply points for work that will be done away/outside from the station therefore a *Contractor* to provide alternative supply system (e.g., petrol/ diesel equipment)

b. Provided by the *Contractor*

(1) The *Contractor* should provide facilities they deem necessary in executing the work. This must be discussed with the *Project Manager* prior to commencement of work.

ix. Control of noise, dust, water, and waste

(1)The *Contractor* shall take all responsible measure to minimise any dust nuisance, pollution of stream and inconvenience to or interference with public because of the execution of the works.

(2)Remove all rubble and dispose to appropriate facility as according Duvha waste management procedure (EVP0005)

x. Hook ups to existing works

Not applicable

xi. Tests and inspections

a. Description of tests and inspections

(1)Where tests were performed, they shall be recorded, and the positions of measurements are traceable to the specific area of testing against the records.

(2)Therefore, the *Contractor* will submit all test reports that has been performed in the form of Data Pack.

b. Materials facilities and samples for tests and inspections

Not applicable.

(7) List of drawings

i. Drawings issued by the *Employer*.

Not applicable

1. Appendices

1.1. Appendix A – QM58 Supplier Quality Management Specification



240-105658000 QM
58 Supplier Contract

1.2. Appendix B – Access Control Visitors Appointment Confirmation



Access Control
Visitors Appointment

1.3. Appendix C – 32-726 SHE Requirements for the Eskom Commercial Process



32-726 (0) SHE
Requirements forthe

C3.2: CONTRACTOR'S WORKS INFORMATION