



NEC3 Term Service Contract (TSC3)

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

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

for **ONSITE MACHINING, WELDING AND ASSOCIATED
SERVICES AT GARIEP HYDROELECTRIC POWER
STATION FOR A PERIOD OF 5 YEARS**

Contents:	No of pages
Part C1 Agreements & Contract Data	20 (2–21)
Part C2 Pricing Data	9 (22–31)
Part C3 Scope of Work	64 (32-96)

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	3 (3-5)
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	14 (6-19)
C1.2b Contract Data provided by the <i>Contractor</i>	2 (20-21)
[to be inserted from Returnable Documents at award stage]	

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:

ONSITE MACHINING, WELDING AND ASSOCIATED SERVICES AT GARIEP HYDROELECTRIC POWER STATION FOR A PERIOD OF 5 YEARS

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

Options A	The offered total of the Prices exclusive of VAT is	Rates Based
	Sub total	Rates Based
	Value Added Tax @ 15% is	Rates Based
	The offered total of the amount due inclusive of VAT is ¹	Rates Based
	(in words) Rates Based	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* must pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer must 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 must 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 must constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

For the Tenderer**For the *Employer***

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &
signature
of witness

Date

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Service Manager</i> is (name):	Rowan Francis
	Address	15 Pasita Street, Rosenpark, Durbanville, 7550
	Tel	TBC
	e-mail	Franciro@eskom.co.za
11.2(2)	The Affected Property is	Gariep Hydroelectric Power Station 30°37'35.56"S , 25°30'07.94"E
11.2(13)	The <i>service</i> is	Welding, machining and associated services at Gariep Hydroelectric Power Station, instructed

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

		by the Service Manager through Task Orders and provided in accordance with the Service Information and Annexure A: Technical Specification
11.2(14)	The following matters will be included in the Risk Register	1.) Outage date changes, outage access constraints and outage interface constraints affecting planned Task Order work. 2.) Availability and coordination of the <i>Employer's</i> appointed NDT service provider. 3.) Interfaces with Others working on or affecting the Affected Property during outage periods.
11.2(15)	The Service Information is in	Part C3: Scope of Work, C3.1 <i>Employer's</i> Service Information, Annexure A: Technical Specification, and all documents and drawings to which C3.1 <i>Employer's</i> Service Information 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	One (1) week, unless another period is stated in the Contract Data, Service Information, a Task Order or an instruction issued in accordance with the contract
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of the Contract Date The first plan is the overall plan for managing and Providing the Service during the service period. A separate Task Order programme is submitted for each Task Order in accordance with Option X19
3	Time	
30.1	The <i>starting date</i> is.	The Contract Date
30.1	The <i>service period</i> is	Five years, being 60 months from the starting date.
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	25 th 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	Thirty days (30) after receipt by the Employer of: - the Service Manager's payment certificate; and - a correct and valid tax invoice complying with the requirements of the contract. Where the Contractor submits an incorrect, incomplete or non-compliant tax invoice, the payment period commences when the Employer receives the corrected tax invoice
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 must not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> 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 must not be necessary to prove.
6	Compensation events	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	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Discovery during disassembly or <i>Employer</i> inspection of additional defects, concealed defects, or actual conditions of the existing plant which were not reasonably apparent to an experienced <i>Contractor</i> at the Contract Date

		and which materially change the instructed repair extent												
9	Termination	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.												
10	Data for main Option clause													
A	Priced contract with price list													
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	As Requested by <i>Service Manager</i> .												
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).												
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	Cape Town, South Africa												
	The person or organisation who will choose an arbitrator													
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee												
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.												
12	Data for secondary Option clauses													
X1	Price adjustment for inflation													
X1.1	The <i>base date</i> for indices is	Month before the month in which the enquiry closed.												
	The proportions used to calculate the Price Adjustment Factor are:	<table> <tr> <td>proportion</td><td>linked to index for</td><td>Index prepared by</td></tr> <tr> <td>0.85</td><td>CPI</td><td>SEIFSA</td></tr> <tr> <td>0.15</td><td>non-adjustable</td><td></td></tr> <tr> <td>1.00</td><td></td><td></td></tr> </table>	proportion	linked to index for	Index prepared by	0.85	CPI	SEIFSA	0.15	non-adjustable		1.00		
proportion	linked to index for	Index prepared by												
0.85	CPI	SEIFSA												
0.15	non-adjustable													
1.00														

X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																					
X17	Low service damages																						
X17.1	The <i>service level table</i> is in: Table Below																						
	<table><tr><th>Low Service Damage Description</th><th>Value Of Low Service Damages</th><th>Limit Of Low Service Damage</th></tr><tr><td>Failure to mobilise the required personnel, supervision, tools and Equipment and to commence the instructed work by the Task starting date or mobilisation date stated in the Task Order, where the delay is attributable to the Contractor.</td><td>2% of the affected Task Order value for each calendar day of delay</td><td>10% of affected Task Order value</td></tr><tr><td>Failure to submit mandatory pre-start documents by the date required by the Service Information or Task Order, including the Task Order programme, QCP, welding procedures, Equipment assurance information and other submissions required before starting the applicable work.</td><td>0.5% of the affected Task Order value for each calendar day of delay</td><td>5% of affected Task Order value</td></tr><tr><td>Failure to submit the required Task Order Databook, handover records or close-out documentation by the date stated in the Task Order.</td><td>0.5% of the affected Task Order value for each calendar day of delay</td><td>5% of affected Task Order value</td></tr><tr><td>Failure to submit a recovery plan or revised Task Order programme within the period instructed by the Service Manager where actual or forecast progress indicates that the Task Completion Date may not be achieved.</td><td>1% of the affected Task Order value for each calendar day of delay</td><td>5% of affected Task Order value</td></tr><tr><td>Failure to submit the daily progress report required during outage execution within the reporting period stated by the Service Manager or Task Order.</td><td>1% of the affected Task Order value for each calendar day of failure</td><td>10% of affected Task Order value</td></tr><tr><td>Failure to submit the required response and proposed corrective action for an NCR within three working days after issue of the NCR, unless a different period is stated by the Service Manager.</td><td>1.5% of the affected Task Order value for each calendar day of delay</td><td>10% of affected Task Order value</td></tr></table>	Low Service Damage Description	Value Of Low Service Damages	Limit Of Low Service Damage	Failure to mobilise the required personnel, supervision, tools and Equipment and to commence the instructed work by the Task starting date or mobilisation date stated in the Task Order, where the delay is attributable to the Contractor.	2% of the affected Task Order value for each calendar day of delay	10% of affected Task Order value	Failure to submit mandatory pre-start documents by the date required by the Service Information or Task Order, including the Task Order programme, QCP, welding procedures, Equipment assurance information and other submissions required before starting the applicable work.	0.5% of the affected Task Order value for each calendar day of delay	5% of affected Task Order value	Failure to submit the required Task Order Databook, handover records or close-out documentation by the date stated in the Task Order.	0.5% of the affected Task Order value for each calendar day of delay	5% of affected Task Order value	Failure to submit a recovery plan or revised Task Order programme within the period instructed by the Service Manager where actual or forecast progress indicates that the Task Completion Date may not be achieved.	1% of the affected Task Order value for each calendar day of delay	5% of affected Task Order value	Failure to submit the daily progress report required during outage execution within the reporting period stated by the Service Manager or Task Order.	1% of the affected Task Order value for each calendar day of failure	10% of affected Task Order value	Failure to submit the required response and proposed corrective action for an NCR within three working days after issue of the NCR, unless a different period is stated by the Service Manager.	1.5% of the affected Task Order value for each calendar day of delay	10% of affected Task Order value	
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X18	Limitation of liability																						
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)																					
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event																					
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of - the total of R 7 000 000.00 - and - the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the																					

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	<i>Employer's</i> property which is not excluded) plus the applicable deductibles the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Two (2) working days of receiving the Task Order. The Task Order programme complies with Option X19, the Service Information and the relevant Task Order. The Contractor does not commence work under the Task Order until the Task Order programme has been accepted and the applicable pre-start requirements stated in the Service Information and Task Order have been satisfied.
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his sub*Contractor* 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 <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or sub <i>Contractor's</i> 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 <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the sub <i>Contractor's</i> employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

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

Z12 Insurance**Z 12 .1 Replace core clause 83 with the following:****Insurance cover 83**

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

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:**Insurance by the Employer**

86

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

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

Z13 Intellectual Property – Eskom owning Intellectual Property

“Intellectual Property” means (a) patents, trade marks, service marks, rights in designs, trade names, trade secrets, know how, copyrights and topography rights, in each case whether registered or not; (b) applications for registration of any of them; (c) rights under licences and consents in relation to any of them; (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.

“Background Intellectual Property” means any and all Intellectual Property rights that are not Foreground Intellectual Property, and are owned or controlled by the relevant party or licensed to the relevant party prior to or outside of the works / services but required for the purposes of the works / services.

“Foreground Intellectual Property” means all Intellectual Property rights and other matter capable of being the subject of intellectual property rights that is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of the execution of the works / services and rights which are developed substantially as a result of the works / services. Any works / services that will be developed, changed, modified and/or improved specifically for the Purposes will be Foreground Intellectual Property. Any data or any other information relating to *Employer's* proprietary information generated from the use of the *Contractor's* Background Intellectual Property.

Z13.1 The *Contractor* retains ownership of all Background Intellectual Property rights made by or on behalf of the *Contractor* as part of the works / services in information or material it uses in carrying out the works / services.

- Z13.2** All Foreground Intellectual Property rights, contained in any developed materials which are created by the *Contractor* or on behalf of the *Contractor*, for the purposes of and in support of the execution of the works / services (*Employer's* IP) vest with the *Employer*.
- Z13.3** Any data or any other information relating to *Employer's* proprietary information generated from the use of the *Contractor's* Background Intellectual Property, the copyright therein must be owned by the *Employer*.
- Z13.4** The *Contractor* acknowledges that all rights, title, and interest in and to the Foreground Intellectual Property that may result or originate from or be developed in execution of the works / services vests in the *Employer* and that the *Contractor* has no claim of any nature in and to the Foreground Intellectual Property.
- Z13.5** The *Contractor* ensures that a copyright notice is incorporated or embossed or labelled on the Foreground Intellectual Property, where the *Employer* is reflected as the owner of the Foreground Intellectual Property.
- Z13.6** The *Contractor* is obliged to provide Foreground Intellectual Property manufacturing documents, designs, processes and/or specifications to the *Employer* before/on the [completion date / defect state].
- Z13.7** The *Contractor* procures that each sub-*Contractor* executes all and any works / services, and takes all and any other actions as may be required, in order to give effect to this Agreement.
- Z13.8** The *Employer* retains all Background Intellectual Property rights in all documents made by or on behalf of the *Employer* including all documents and requirements provided prior to or during the execution of the works / services. The *Contractor* does not, without the written consent, of the *Employer*, copy, use or issue to a third party any of the *Employer's* Background Intellectual Property documents and requirements except for the purposes of executing the works / services.
- Z13.9** Either party procures that any third party executes confidentiality undertakings not to disclose to any other third parties, any of the *Employer's* Background Intellectual Property and IP documents and requirements at all, in respect of the *Employer*, or the Background Intellectual Property, in respect of the *Contractor*.
- Z13.10 Third Party Claims:**
- Z13.10.1** In the event of any claims being made or actions brought against the *Employer*, on the ground that the *Contractor* infringed any patent, trade mark or copyright, the *Contractor* is notified thereof and at its own expense, conducts all negotiations in consultation with the *Employer* for the settlement of the claim and litigation that may arise from such alleged infringement, provided that the *Employer* will not bear any financial burden or losses.
- Z13.10.2** Save where the *Contractor* fails to take over the conduct of the negotiation or litigation within a reasonable time of the notification of the alleged infringement, the *Employer* does not make any admission which might be prejudicial to the *Contractor's* position. The *Employer*, at the request and the cost of the *Contractor* affords it all reasonable technical assistance that the *Employer* is able to provide for the purpose of contesting any such claim or action.
- Z13.10.3** Should it be held in any such action that any such protected rights have been infringed, as definitely stated by a judgment of the court before which the action is brought, the *Contractor*, at its own expense and in consultation with the *Employer*, either:
- a. procures for *Employer* the right to continue to use the affected item or design, or
 - b. replaces the said affected item or design with a non-infringing item, or
 - c. provides a design of equivalent quality or modify such affected item or design so as to make it non-infringing without affecting the quality.
- Z13.10.4** Notwithstanding anything contained in this contract, the foregoing sets forth the entire responsibility of *Contractor* with respect to claims relating to infringement.

Z13.10.5 Where it is alleged that the *Employer* has committed an infringement as intended vis-à-vis the *Contractor* as set out in the third party intellectual property infringement clause, the *Employer* has the same rights and obligations as the *Contractor*, mutatis mutandis, as regards such alleged infringement.

Z13.10.6 The *Contractor* herewith indemnifies the *Employer* and undertakes to keep the *Employer* indemnified against all claims of whatsoever nature, real or imagined, which may be made against the *Employer* arising from the infringement of any third party intellectual property rights.

Z14 Asbestos

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

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

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

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos *Contractor*, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering *Contractor*:

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

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

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

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

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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	Part C2.2 – The Price List	
11.2(19)	The tendered total of the Prices is	R	Not applicable – Rates Based

Part 2: Pricing Data

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	3 (23-25)
C2.2	The <i>price list</i>	2 (26-27)

C2.1 Pricing assumptions: Option A

How the service is priced

The contract uses main Option A: Priced contract with price list together with secondary Option X19: Task Order.

The Price List in C2.2 is a schedule of tendered rates and percentages used for pricing work instructed through Task Orders.

No Employer quantities are stated in the Price List at tender stage. The Tenderer completes the Rate column for each item in the Price List.

The inclusion of an item in the Price List does not constitute an instruction to carry out the work and does not guarantee any minimum quantity, frequency, duration, number of Task Orders or value of work during the service period.

The Contractor is paid only for work instructed in accordance with the conditions of contract and Provided in accordance with the Service Information and the applicable Task Order.

Pricing of Task Orders

When a Task Order is prepared, the applicable work is priced using the tendered rates and percentages contained in C2.2.

The priced list for a Task Order identifies, as applicable:

- a. the relevant Price List item number and description;
- b. the applicable unit;
- c. the quantity, duration, number of hours, days, kilometres, cycles, tests, items or other measurable unit applicable to the Task;
- d. the applicable tendered rate; and
- e. the resulting Price.

Where an applicable tendered rate exists, the Price for the item is calculated by multiplying the applicable quantity or duration by the tendered rate.

Where an instructed item is not covered by an applicable tendered rate, the item is priced and assessed in accordance with Option X19 and the applicable provisions of the conditions of contract.

No work outside an issued Task Order is payable merely because a rate for that work appears in the Price List.

Function of the Price List

Information in the Price List is not Service Information.

The Contractor Provides the Service in accordance with:

- a. the conditions of contract;
- b. the Service Information;
- c. Annexure A: Technical Specification;
- d. the applicable drawings and technical information;

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- e. the Accepted Plan;
- f. the accepted Task Order programme;
- g. the accepted quality and technical submissions; and
- h. the relevant Task Order.

The descriptions in the Price List are pricing descriptions and do not prescribe the Contractor's method, sequence, number of personnel, resource allocation, Equipment, shift arrangements or Subcontracting arrangements.

The Contractor determines the resources required to Provide the Service and remains responsible for complying with all requirements of the contract.

Rates

Unless the Price List expressly states otherwise, each tendered rate includes everything necessary and incidental to complete the item described in accordance with the contract, including, as applicable:

- a. wages, employment costs and ordinary labour-related costs;
- b. normal supervision associated with carrying out the item;
- c. administration and coordination associated with the item;
- d. ordinary hand tools;
- e. ordinary personal protective equipment;
- f. ordinary minor consumables associated with carrying out the activity;
- g. preparation, protection, housekeeping and ordinary reinstatement associated with the activity;
- h. Contractor overheads; and
- i. profit.

An item is not paid more than once.

Where a composite activity rate is used, the Contractor is not additionally paid for labour, supervision, Equipment, travel, consumables or other resources already included in that activity rate unless the relevant Task Order expressly identifies the resource as separately payable.

Labour, management, supervision and Equipment rates contained in the Price List are used only where they are expressly identified as separately payable in the relevant Task Order, including for variable, additional or unforeseen work for which an appropriate composite activity rate is not available.

Labour rates

Labour rates are tendered for the time categories stated in the Price List.

The applicable labour rate is paid only for actual authorised productive time or other time expressly identified as payable in the Task Order and supported by the records required by the Service Information.

Labour rates include the Contractor's employment-related costs, overheads and profit.

Normal supervision associated with the labour activity is included in the labour rate unless the Task Order expressly identifies a dedicated management, supervisory, technical or quality resource as separately payable.

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Contractor's Equipment rates

Contractor's Equipment rates apply only where the Equipment is expressly identified as separately payable in the relevant Task Order.

Unless the Price List expressly states otherwise, an Equipment rate includes the cost of providing, transporting where applicable, operating, maintaining, inspecting and controlling the Equipment.

Where an operator is included in the Equipment rate, the operator is not separately paid under a labour-rate item.

Where an operator is expressly excluded from an Equipment rate, the applicable labour rate may be separately included in the Task Order.

Ordinary hand tools and Equipment normally required by a person to carry out an activity are included in the applicable activity or labour rate and are not separately payable.

Mobilisation, travel, accommodation and subsistence

Mobilisation, transport, travel, accommodation and subsistence are paid only where the applicable item is expressly included in the relevant Task Order.

The Contractor does not receive duplicate payment for travel, transport, mobilisation, accommodation or subsistence already included in another Price List item.

Additional journeys, accommodation or mobilisation arising from the Contractor's own resource planning, replacement of personnel, correction of Defects, failure of Contractor's Equipment or failure to complete an instructed attendance are not separately payable unless the conditions of contract provide otherwise.

NDT

The Employer's appointed NDT service provider performs the NDT identified in the Service Information and Annexure A: Technical Specification unless the relevant Task Order states otherwise.

The Contractor's tendered rates include its obligations for NDT readiness, preparation, coordination, inspection requests, identification, traceability, access assistance, review of NDT reports and incorporation of the NDT records into the applicable Task Order Databook where these obligations form part of the priced activity.

NDT performed by the Employer's appointed NDT service provider is not separately payable to the Contractor.

Plant, Materials and consumables

Plant and Materials expressly included in a tendered activity rate are not separately payable.

Ordinary minor consumables normally associated with performing an activity are included in the applicable tendered rate.

Plant and Materials, welding filler materials, welding consumables, gases, specialist products or other materials specifically required for an instructed Task and not included in an applicable tendered rate are priced using the applicable Plant and Materials item in the Price List where authorised by the Service Manager.

A cost already included in another tendered rate is not recovered again through a Plant and Materials or specialist-service item.

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Cost-plus items

Cost-plus items are used only for Plant and Materials, specialist Subcontracted services or third-party services:

- a. required by an instructed Task Order;
- b. not already included in another applicable tendered rate; and
- c. accepted by the Service Manager for procurement under the applicable Price List item.

The applicable tendered percentage is applied to the accepted net cost excluding VAT and after deduction of all discounts, rebates, credits and similar benefits.

The Contractor provides the supporting quotation, order, invoice, proof of cost and other records required by the Service Manager.

No further fee, handling charge, procurement charge, administration percentage or mark-up is added to an item already subject to the applicable tendered percentage.

Records supporting payment

The Contractor keeps and submits sufficient records to substantiate the quantities, durations and other units claimed under each Task Order.

Where an item is priced per hour, day, kilometre, cycle, test, item or other measurable unit, payment is based on the supported quantity actually Provided and accepted for assessment under the relevant Task Order.

Preparation and submission of a quotation for a Task Order is not separately payable unless the Price List expressly provides otherwise.

Price adjustment

Option X1 applies to the tendered rates in the Price List in accordance with the Contract Data.

Option X1 does not apply to verified net supplier, Subcontractor or third-party costs reimbursed under a cost-plus item because those costs are assessed using the accepted current net cost.

The tendered percentage applied to a cost-plus item remains the percentage tendered unless changed in accordance with the conditions of contract.

Changes to the Prices

The rates and percentages in the Price List are changed only in accordance with the conditions of contract

C2.2 the *price list*

1. P&G's / General Task Order Costs

Item nr	Description	Unit	Rate
1.1	Task Order planning and pre-start coordination	ea	R
1.2	Task Order programme preparation and submission	ea	R
1.3	Task-specific QCP preparation and submission	ea	R
1.4	Task-specific technical submissions required before commencement	ea	R
1.5	Mobilisation to Gariep Hydroelectric Power Station	ea	R
1.6	Site establishment	ea	R
1.7	Demobilisation and de-establishment	ea	R
1.8	Contractor / Task Order Manager	H	R
1.9	Task Supervisor / Site Supervisor	H	R
1.10	International Welding Engineer / International Welding Technologist (IWE/IWT)	H	R
1.11	Quality Controller – Level 2 SAIW Inspector	H	R
1.12	Health and Safety Officer, where specifically required by the Task Order	H	R
1.13	Document Controller / Quality Records Coordinator	H	R
1.14	Transport – light vehicle	km	R
1.15	Transport – truck / component transport vehicle	km	R
1.16	Accommodation	p.p.p.n	R
1.17	Subsistence / living-out allowance	p.p.p.d	R

2. Bill 1 – Welding and Repair Activities

Item nr	Description	Unit	Rate
2.1	SMAW repair welding	H	R
2.2	GTAW repair welding	H	R
2.3	Carbon / structural steel weld build-up	H	R
2.4	Stainless / martensitic stainless steel weld build-up	H	R
2.5	Defect excavation and weld preparation by mechanical means	H	R
2.6	Removal of defective weld metal and affected parent material	H	R
2.7	Parent material preparation prior to welding	H	R
2.8	Coating and corrosion removal necessary for welding preparation	H	R
2.9	Spiral casing liner weld repair	H	R
2.10	Stay vane weld repair	H	R
2.11	Spiral casing mandoor, flange and sealing surface weld repair	H	R
2.12	Draft tube liner weld repair	H	R
2.13	Draft tube mandoor, flange and sealing surface weld repair	H	R
2.14	Turbine runner blade / runner component weld repair	H	R

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2.15	Stainless-steel pickling and passivation	m ²	R
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3. Bill 2 – Machining, Grinding and Surface Restoration

Item nr	Description	Unit	Rate
3.1	General in-situ machining setup	ea	R
3.2	General in-situ machining	machine H	R
3.3	General off-site workshop machining	machine H	R
3.4	Grinding	H	R
3.5	Blending	H	R
3.6	Polishing	H	R
3.7	Profiling and profile restoration	H	R
3.8	Turbine runner blade profile restoration	H	R
3.9	Machining / restoration of mandoor or flange sealing surfaces	H	R
3.10	Final finishing of sealing surfaces to the specified surface finish	m ²	R

4. Bill 3 – Heat Treatment and Thermal Processes

Item nr	Description	Unit	Rate
4.1	Pre-heating setup	ea	R
4.2	Pre-heating and interpass temperature control	H	R
4.3	Resistance heating Equipment	day	R
4.4	Induction heating Equipment	day	R
4.5	PWHT setup	ea	R
4.6	PWHT cycle including temperature monitoring and recording	cycle	R
4.7	PWHT Equipment – additional retention / utilisation	day	R
4.8	Post-weld bake-out setup	ea	R
4.9	Post-weld bake-out cycle	cycle	R
4.10	Heat-treatment technician / operator	H	R
4.11	Task-specific PWHT method statement	ea	R
4.12	Thermocouple installation and removal	point	R

5. Bill 4 – Inspection, Quality and Technical Services

Item nr	Description	Unit	Rate
5.1	As-found visual inspection and report	ea	R
5.2	As-found dimensional inspection and report	ea	R
5.3	Positive Material Identification (PMI) test and report	test	R
5.4	Material thickness verification and record	location	R
5.5	Weld map preparation	ea	R
5.6	Weld map updating and finalisation	ea	R
5.7	NDT inspection request preparation and coordination	request	R

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5.8	NDT report review and traceability verification	report	R
5.9	Final visual inspection and report	ea	R
5.10	Final dimensional inspection and report	ea	R
5.11	Task Order quality records compilation	ea	R
5.12	Task Order Databook compilation and submission	ea	R
5.13	Revised Databook submission following Employer comments	ea	R
5.14	Task Order handover and close-out documentation	ea	R

6. Bill 5 – Welding Procedures and Qualifications

Item nr	Description	Unit	Rate
6.1	Qualification of additional WPS/WPQR – carbon / structural steel	ea	R
6.2	Qualification of additional WPS/WPQR – stainless / martensitic stainless steel	ea	R
6.3	Qualification of overlay welding WPS/WPQR	ea	R
6.4	Additional welder qualification – SMAW	ea	R
6.5	Additional welder qualification – GTAW	ea	R
6.6	Additional welding operator qualification	ea	R
6.7	Independent AIA / examiner involvement specifically required for an additional qualification	H	R

Note: Rates in this Bill apply only where an additional qualification is required for an instructed Task and the requirement is not already part of the Contractor's tendered capability or existing accepted WPS/WPQR and welder qualification obligations.

7. Bill 6 – Labour Rates

7.1 Normal Time

Item nr	Description	Unit	Rate
7.1.1	Qualified GTAW Welder	H	R
7.1.2	Qualified SMAW Welder	H	R
7.1.3	Qualified Boilermaker	H	R
7.1.4	Machinist / Fitter and Turner	H	R
7.1.5	Grinding / blending / profiling Artisan	H	R
7.1.6	Heat-treatment Technician	H	R
7.1.7	Semi-skilled Mechanical Assistant	H	R
7.1.8	General Assistant / Labourer	H	R

7.2 Overtime

Item nr	Description	Unit	Rate
7.2.1	Qualified GTAW Welder	H	R
7.2.2	Qualified SMAW Welder	H	R
7.2.3	Qualified Boilermaker	H	R

ONSITE MACHINING, WELDING AND ASSOCIATED SERVICES AT GARIEP HYDROELECTRIC POWER STATION FOR A PERIOD OF 5 YEARS

7.2.4	Machinist / Fitter and Turner	H	R
7.2.5	Grinding / blending / profiling Artisan	H	R
7.2.6	Heat-treatment Technician	H	R
7.2.7	Semi-skilled Mechanical Assistant	H	R
7.2.8	General Assistant / Labourer	H	R

7.3 Sundays and Public Holidays

Item nr	Description	Unit	Rate
7.3.1	Qualified GTAW Welder	H	R
7.3.2	Qualified SMAW Welder	H	R
7.3.3	Qualified Boilermaker	H	R
7.3.4	Machinist / Fitter and Turner	H	R
7.3.5	Grinding / blending / profiling Artisan	H	R
7.3.6	Heat-treatment Technician	H	R
7.3.7	Semi-skilled Mechanical Assistant	H	R
7.3.8	General Assistant / Labourer	H	R

8. Bill 7 – Contractor's Equipment

Item nr	Description	Unit	Rate
8.1	Welding machine complete with normal leads and accessories	day	R
8.2	Additional welding machine complete with normal leads and accessories	day	R
8.3	Welding consumable holding / drying oven	day	R
8.4	PMI / XRF analyser	day	R
8.5	Portable / in-situ machining Equipment	day	R
8.6	Specialised grinding, blending and profiling Equipment	day	R
8.7	Resistance heating unit	day	R
8.8	Induction heating unit	day	R
8.9	PWHT power and control unit including recorder	day	R
8.10	PWHT heating pad package	day	R
8.11	Calibrated temperature-measuring Equipment	day	R
8.12	Calibrated dimensional measuring Equipment package	day	R
8.13	Low-voltage / 24 V compliant temporary electrical supply arrangement	day	R
8.14	Low-voltage / 24 V compliant power tool package	day	R
8.15	Contractor-provided material-handling Equipment where specifically instructed	H	R

9. Bill 8 – Off-site Work and Component Transport

Item nr	Description	Unit	Rate
9.1	Off-site workshop mobilisation / establishment	ea	R
9.2	Transport of Employer component from Gariep to off-site facility	km	R
9.3	Return transport of Employer component from off-site facility to Gariep	km	R

ONSITE MACHINING, WELDING AND ASSOCIATED SERVICES AT GARIEP HYDROELECTRIC POWER STATION FOR A PERIOD OF 5 YEARS

9.4	Contractor-provided loading Equipment	H	R
9.5	Contractor-provided offloading Equipment	H	R
9.6	Off-site component storage where specifically instructed	day	R
9.7	Off-site inspection attendance / coordination	H	R

10. Bill 9 – Plant, Materials and Specialist Services

Item nr	Description	Unit	Rate
10.1	Plant and Materials specifically instructed and not separately priced in the Price List – Contractor's mark-up on verified net cost	%	%
10.2	Specialist Subcontracted service specifically instructed and not separately priced in the Price List – Contractor's mark-up on verified net cost	%	%
10.3	Specialised transport or third-party service not separately priced in the Price List – Contractor's mark-up on verified net cost	%	%

- Cost-plus items are used only where the required Plant and Materials or specialist service is instructed under a Task Order and no applicable rate exists elsewhere in the Price List.
- The Contractor obtains the Service Manager's acceptance of the proposed procurement before placing the order where practicable.
- The Contractor provides the supplier's or Subcontractor's quotation, purchase order, invoice and proof of the net amount paid or payable as supporting records.
- The percentage stated in the Price List is applied to the accepted net cost excluding VAT.
- No additional percentage, fee, administration charge, procurement charge or other mark-up is applied in addition to the applicable tendered percentage.
- Labour, Equipment, travel, accommodation or other resources separately payable under another Price List item are not included again in the cost-plus calculation.

THE TOTAL OF THE PRICES

Rates Based

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

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1. Description of the service

1.1. Executive overview

1. The Employer requires a suitably experienced and competent Contractor to Provide specialised welding, general machining, heat treatment and associated services at Gariep Hydroelectric Power Station.
2. The service supports the refurbishment, repair and maintenance of turbine components during planned Mini Overhaul outages and other defect-driven maintenance activities instructed by the Service Manager.
3. Gariep Hydroelectric Power Station comprises four vertical-shaft turbine-generating units. The principal planned outage work is currently associated with:
 - Unit 2 Mini Overhaul;
 - Unit 3 Mini Overhaul;
 - Unit 4 Mini Overhaul; and
 - Unit 1 Mini Overhaul.
4. The planned outage dates, outage durations, sequence of work, access dates and work fronts may change. The Contractor plans, mobilises and Provides the Service in accordance with the Accepted Plan, the accepted Task Order programme, the access made available and the constraints stated in the relevant Task Order.
5. The service is provided only when instructed by the Service Manager through a Task Order in accordance with Option X19.
6. Most of the service is provided on the Affected Property, including the machine hall, turbine pits, spiral casings, stay vanes, draft tubes, turbine runners, manddoors and associated work areas.
7. Certain activities may be performed at the Contractor's or a Subcontractor's off-site facility where this is permitted by the Service Information and the relevant Task Order. The Contractor remains responsible for the quality, protection, traceability, inspection readiness, records and final acceptance of all off-site work.
8. The final extent and quantity of repair work may only be confirmed after access, disassembly, cleaning, inspection, material verification and assessment of the actual plant condition.
9. The Contractor Provides the Service in accordance with:
 - the conditions of contract;
 - this Service Information;
 - Annexure A: Technical Specification;
 - the applicable drawings and technical information;
 - the Accepted Plan;
 - the accepted Task Order programme;
 - the accepted QCP;
 - the accepted WPS and WPQR;
 - accepted method statements where required;
 - applicable law; and

- the relevant Task Order.
10. The Contractor remains responsible for determining and providing the personnel, supervision, Subcontractors, Equipment, tools, consumables, temporary facilities, methods, sequencing and shift arrangements required to Provide the Service safely, to the required quality and within the time stated in each Task Order.
 11. The Employer's appointed NDT service provider performs the required critical and final NDT unless the relevant Task Order states otherwise. The Contractor remains responsible for NDT readiness, access, weld identification, traceability, coordination, review of NDT reports and inclusion of the reports in the relevant Task Order databook.
 12. The Contractor provides complete handover and close-out documentation for each Task Order. The required documentation demonstrates that the instructed service has been completed in accordance with the contract and is suitable for inspection, acceptance, reinstatement and return of the affected plant to service

1.2. Employer's requirements for the service

1. The Contractor Provides the Service only when instructed by the Service Manager through a Task Order issued in accordance with Option X19.
2. The Contractor Provides the Service in accordance with:
 - a. the conditions of contract;
 - b. this Service Information;
 - c. Annexure A: Technical Specification;
 - d. the applicable drawings and technical information;
 - e. the Accepted Plan;
 - f. the accepted Task Order programme;
 - g. the accepted Quality Control Plan;
 - h. the accepted Welding Procedure Specification and Welding Procedure Qualification Record;
 - i. accepted method statements where required;
 - j. applicable law; and
 - k. the relevant Task Order.
3. Annexure A: Technical Specification is the document titled:
 - Technical Specification for Gariep Hydroelectric Power Station Welding, Machining and Associated Services
 - Unique Identifier: 151A/3037
 - Revision: 1
4. Annexure A: Technical Specification contains the detailed technical requirements applicable to the service, including component information, materials, dimensions, repair requirements, welding requirements, heat-treatment requirements, inspection requirements, testing requirements, acceptance criteria, applicable standards, quality-control requirements and documentation requirements.
5. The service includes, when instructed by a Task Order:

- a. specialised welding repairs to turbine and associated plant components;
 - b. weld build-up and restoration of damaged, eroded, corroded or cavitated areas;
 - c. general machining associated with the instructed repair;
 - d. excavation and removal of defects, previous weld metal and affected parent material where required;
 - e. grinding, blending, polishing and profiling of repaired surfaces;
 - f. restoration of component dimensions, profiles and sealing surfaces;
 - g. preheating, interpass temperature control, post-weld heat treatment and bake-out where required;
 - h. Positive Material Identification of parent materials before welding;
 - i. verification of material thickness and dimensional range before selecting or applying a welding procedure;
 - j. visual and dimensional inspections before, during and after the repair;
 - k. distortion assessment, monitoring and control;
 - l. preparation and coordination for Non-Destructive Testing;
 - m. pickling and passivation of stainless-steel surfaces where required;
 - n. supply, control and traceability of welding consumables and Contractor-supplied materials;
 - o. supply and use of Contractor's Equipment, tools, measuring equipment, heat-treatment equipment and temporary facilities;
 - p. preparation and maintenance of weld maps and other traceability records;
 - q. preparation and submission of quality, inspection, heat-treatment and close-out records; and
 - r. off-site work where expressly required or permitted by the relevant Task Order.
6. The anticipated component work packages include, without limitation:
- a. spiral casing liner repairs;
 - b. stay-vane repairs;
 - c. spiral casing mandoor, flange and reinforcement-pad repairs;
 - d. upper and lower draft-tube liner repairs;
 - e. draft-tube mandoor and sealing-face repairs;
 - f. turbine-runner blade repairs;
 - g. turbine-runner cone repairs; and
 - h. associated welding preparation, machining, grinding, blending, polishing, profiling, inspection and heat-treatment activities.
7. The detailed requirements applicable to each component, repair area and work package are stated in Annexure A: Technical Specification and the relevant Task Order. The Service Information does not reproduce the detailed technical tables, dimensions, drawings, material descriptions, NDT percentages or acceptance criteria contained in Annexure A.
8. The Employer's current planning information for the Mini Overhaul outages is:

Generating unit	Current planned outage	Current planned outage duration
Unit 2	March 2027	25 days
Unit 3	April 2027	31 days

Generating unit	Current planned outage	Current planned outage duration
Unit 4	June 2027	31 days
Unit 1	July 2028	25 days

9. The dates and durations stated above are planning information only. They do not constitute guaranteed access dates, guaranteed outage durations, Task starting dates or Task Completion Dates.
10. The applicable Task starting date, Task Completion Date, access dates, work windows and outage constraints are stated in the relevant Task Order.
11. The final extent, quantity, location, sequence and timing of repair work may only be confirmed after:
 - a. access to the relevant component has been provided;
 - b. the component has been disassembled or exposed where required;
 - c. coatings, corrosion products or affected material have been removed sufficiently for inspection;
 - d. the Employer has completed or coordinated the applicable inspection;
 - e. the actual defects and plant conditions have been established;
 - f. material and thickness verification has been completed where required; and
 - g. the applicable repair requirements have been stated or confirmed in the Task Order.
12. No quantity of work, number of Task Orders, outage work package, generating unit, component repair, activity, duration, resource usage or value of work is guaranteed under this contract.
13. The Contractor is paid only for work instructed through a Task Order and assessed in accordance with the conditions of contract and the Price List.
14. The Contractor determines and provides the personnel, supervision, Subcontractors, Equipment, tools, temporary facilities, consumables, materials, methods, sequencing, shift arrangements and working hours required to Provide the Service and achieve Task Completion.
15. The Contractor's responsibility to determine its resources does not reduce its obligation to:
 - a. provide suitably qualified and competent personnel;
 - b. comply with statutory, safety, environmental and quality requirements;
 - c. comply with the Accepted Plan and accepted Task Order programme;
 - d. satisfy the required hold points, witness points, review points and surveillance points;
 - e. complete the Task within the time stated in the Task Order; and
 - f. provide complete and accurate records and databooks.
16. Unless expressly stated otherwise in this Service Information or the relevant Task Order, the Contractor provides everything required to Provide the Service, including:
 - a. personnel and supervision;
 - b. Subcontractors;
 - c. welding and machining Equipment;
 - d. heat-treatment Equipment;
 - e. measuring, monitoring and calibration Equipment;
 - f. tools and temporary facilities;

- g. welding consumables and filler materials;
 - h. Contractor-supplied Plant and Materials;
 - i. safety equipment and personal protective equipment;
 - j. temporary electrical distribution, suitable plugs, leads and connections;
 - k. transport, travel, accommodation and subsistence;
 - l. document control and quality-control resources; and
 - m. mobilisation and demobilisation.
17. Subject to the requirements of this Service Information and the relevant Task Order, the Employer provides or makes available:
- a. the overhead crane in the power station machine hall;
 - b. an area for site establishment and storage;
 - c. available 380 V and 220 V electrical power;
 - d. the Employer's appointed NDT service provider;
 - e. Employer drawings and technical information made available subject to the applicable confidentiality and non-disclosure requirements; and
 - f. grit blasting performed under the Employer's corrosion-protection arrangements where applicable.
18. The Employer's provision of an item, service or facility does not reduce the Contractor's responsibility to plan, coordinate and Provide the Service.
19. The Contractor identifies in the Accepted Plan and each Task Order programme:
- a. the dates when Employer-provided items are required;
 - b. the purpose for which each item is required;
 - c. the duration for which each item is required;
 - d. access and readiness requirements;
 - e. interfaces with Others; and
 - f. the effect on the Task if the item is not available when required.
20. The Employer's appointed NDT service provider performs the required critical and final NDT unless otherwise stated in the relevant Task Order.
21. The Contractor remains responsible for:
- a. preparing the work and work area for NDT;
 - b. submitting NDT requests through the Employer's Outage Management department;
 - c. providing the required advance notice;
 - d. ensuring that the correct welds and areas are identified;
 - e. maintaining weld-number and component traceability;
 - f. providing safe access and reasonable assistance for NDT;
 - g. reviewing the NDT reports for accuracy and traceability; and
 - h. incorporating the NDT reports into the relevant Task Order databook.
22. The Contractor may perform off-site work only where:
- a. the Task Order expressly permits or requires it;
 - b. the Contractor identifies the off-site facility and Subcontractor, where applicable;

- c. the applicable quality-control and inspection arrangements have been accepted;
 - d. the Employer is given the required access and notice for intervention points;
 - e. transport, handling, protection and traceability arrangements are in place; and
 - f. the Contractor maintains complete responsibility for the off-site work.
23. The Contractor remains responsible for the performance of Subcontractors and for the quality, safety, traceability, records and final acceptance of work performed by Subcontractors.
24. Before starting the relevant work, the Contractor submits the documents required by this Service Information, Annexure A: Technical Specification and the Task Order, including, where applicable:
- a. the Task Order programme;
 - b. the Task-specific QCP;
 - c. WPSs and WPQRs;
 - d. welder and welding-operator qualifications;
 - e. IWE or IWT and AIA authorisations where required;
 - f. heat-treatment procedures and PWHT method statements;
 - g. method statements where required;
 - h. Contractor's Equipment assurance information;
 - i. calibration certificates;
 - j. material certificates;
 - k. welding consumable certificates;
 - l. Subcontractor information; and
 - m. health, safety and environmental submissions.
25. The Contractor prepares quality and acceptance records progressively while Providing the Service and does not defer the preparation of records until the end of the Task.
26. The Contractor provides a Task Order databook containing the records required by:
- a. this Service Information;
 - b. Annexure A: Technical Specification;
 - c. the accepted QCP;
 - d. the accepted procedures;
 - e. the applicable drawings and standards; and
 - f. the relevant Task Order.
27. The required outcome of each Task Order is that:
- a. the instructed service has been completed;
 - b. the repaired component satisfies the applicable technical and acceptance requirements;
 - c. required inspections and tests have been completed;
 - d. identified Defects have been corrected;
 - e. NCRs and concessions have been closed or recorded in the manner accepted by the Service Manager;
 - f. the required records and databook have been submitted;
 - g. the affected work area has been cleaned and reinstated; and
 - h. the service is ready for handover, plant reinstatement and return to service.

28. Acceptance, review, witnessing, inspection, testing, hold-point release or use of the service by the Employer does not reduce the Contractor's responsibility to Provide the Service in accordance with the contract or to correct Defects.

1.3. Interpretation and terminology

Only the following additional definitions and abbreviations apply for purposes of interpreting this Service Information. Where a term is defined in the Conditions of Contract, that definition applies.

1.3.1. Definitions

Term	Definition
Acceptance Records	The records required to demonstrate that the service instructed under a Task Order complies with the contract and is ready for the applicable review, inspection, test, intervention-point release, handover or Task Completion. Acceptance Records include, where applicable, inspection reports, dimensional records, material certificates, welding records, PMI reports, weld maps, heat-treatment records, NDT reports, calibration certificates, concessions, NCR close-out records and other records required by the contract
Annexure A: Technical Specification	The document titled Technical Specification for Gariep Hydroelectric Power Station Welding, Machining and Associated Services, Unique Identifier 151A/3037, Revision 1, incorporated into the contract as Annexure A. The "Addendum A" contained internally within that document remains part of Annexure A and is not a separate contract annexure.
Concession	A documented request by the Contractor for acceptance of a proposed departure from a stated technical requirement, standard, accepted procedure or acceptance criterion. A concession is not effective unless accepted through the process stated in the contract and does not change the Prices, Task Completion Date, Task Order or Service Information unless changed in accordance with the conditions of contract
Databook	The compiled set of final records, certificates, reports, registers and supporting documents required for a Task Order, component or work package. The Databook demonstrates compliance with the Service Information, Annexure A: Technical Specification, the accepted QCP, accepted procedures and the relevant Task Order.
Employer's appointed NDT service provider.	The service provider appointed by the Employer to perform the NDT required by Annexure A: Technical Specification or a Task Order, unless the Task Order states otherwise. The Contractor remains responsible for NDT readiness, access, coordination, identification, traceability, review of NDT reports and inclusion of the reports in the applicable Databook..
Hold point	A point stated in the accepted QCP, Task Order or other accepted quality document beyond which the Contractor does not proceed until the person identified in the accepted quality document has recorded release of the point.
In-situ	Work performed on the Affected Property on installed or fixed components, or on components located in the machine hall, turbine pit, turbine, spiral casing, draft tube or associated power-station work area, without removal to an off-site facility.
Intervention point	A hold point, witness point, review point or surveillance point identified in an accepted QCP, Task Order or other accepted quality document.
Mini Overhaul	A planned outage during which a generating unit or part of the turbine plant is taken out of service, isolated, opened, disassembled or otherwise made available for inspection, maintenance, refurbishment or repair

Term	Definition
NCR	A Non-Conformance Report raised where work, Plant and Materials, records, processes or results do not comply with the contract, Annexure A: Technical Specification, the accepted QCP, an accepted procedure, an applicable standard or a Task Order.
NDT request	The Contractor's documented request to the Employer's Outage Management department for the Employer's appointed NDT service provider to perform the required NDT.
Off-site work	Work performed away from the Affected Property, including work at the Contractor's workshop, a Subcontractor's workshop or another facility accepted for the relevant Task Order.
Outage	A planned or unplanned period during which a generating unit or part of the plant is taken out of service, isolated, disassembled or made available to allow inspection, maintenance, repair or refurbishment activities to be performed.
QCP	The Quality Control Plan submitted by the Contractor and accepted for the relevant Task Order, component, work package or activity. The QCP identifies the sequence of work, intervention points, inspections, tests, acceptance criteria, responsible persons and records required for the service.
Review point	A point stated in the accepted QCP, Task Order or other accepted quality document where a document, record, procedure, report or result is submitted for review before or during the relevant activity
Surveillance point	A point stated in the accepted QCP, Task Order or other accepted quality document where the Employer may monitor or observe an activity while it is being performed.
Task Order databook	The Databook required for the relevant Task Order and containing the final accepted records required by the Service Information, Annexure A: Technical Specification, the accepted QCP and the Task Order.
Witness point	A point stated in the accepted QCP, Task Order or other accepted quality document where the Employer may witness an activity, inspection or test. Where the required notice has been given and the Employer does not attend, the Contractor may proceed unless the intervention point is also identified as a hold point.
Weld map	A drawing, sketch, photograph or other controlled record identifying the location and unique reference number of each weld or weld repair and linking it to the applicable WPS, welder, inspection records, NDT reports and other traceability records
Work pack	The controlled working file used by the Contractor to plan, execute and record the service for a Task Order, component or work package. The Work pack may include accepted procedures, QCPs, permits, drawings, check sheets, inspection records, measurement records, traceability records and other execution records. Final records required for acceptance are incorporated into the applicable Databook.

1.3.2. Abbreviations

The following abbreviations are used in this Service Information:

Abbreviation	Meaning
AIA	Authorised Inspection Authority
BS	British Standard
EN	European Standard
GTAW	Gas Tungsten Arc Welding
HAZ	Heat-Affected Zone

IWE	International Welding Engineer
IWT	International Welding Technologist
MO	Mini Overhaul
MPI	Magnetic Particle Inspection
NCR	Non-Conformance Report
NDA	Non-Disclosure Agreement
NDT	Non-Destructive Testing
OHSA	Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as amended
PMI	Positive Material Identification
PPE	Personal Protective Equipment
PT	Liquid Penetrant Testing
PWHT	Post-Weld Heat Treatment
QCP	Quality Control Plan
RCD	Residual Current Device
SAIW	Southern African Institute of Welding
SI	International System of Units
SMAW	Shielded Metal Arc Welding
UT	Ultrasonic Testing
VRD	Voltage Reduction Device
WPS	Welding Procedure Specification
WPQR	Welding Procedure Qualification Record
XRF	X-Ray Fluorescence

The abbreviation **HT** is not used as a standalone abbreviation in this Service Information because it may refer to either heat treatment or hardness testing. The terms heat treatment and hardness testing are written in full.

Where Annexure A: Technical Specification uses the abbreviation HT, its meaning is determined from the applicable technical context. An abbreviation used in an applicable law, standard, drawing, Employer procedure or Task Order has the meaning assigned to it in that document, unless this Service Information expressly states otherwise.

2. Management strategy and start-up

2.1. The Contractor's plan for the service

1. The Contractor submits its first plan for acceptance within the period stated in Contract Data Part One.
2. The Contractor's plan shows how the Contractor intends to manage and Provide the Service throughout the service period.
3. The plan is the Contractor's overall management and delivery plan for the service. It does not replace the programme required for an individual Task Order.
4. The Contractor's plan includes, as a minimum:
 - a. the Contractor's proposed management, supervision and communication arrangements for the service;
 - b. an organisation chart showing the Contractor's key people, reporting lines, responsibilities, delegated authority and interfaces with the Service Manager, the Employer and Others;
 - c. the Contractor's arrangements for receiving, reviewing, pricing, planning and executing Task Orders;
 - d. the Contractor's arrangements for maintaining readiness for planned Mini Overhaul outages and other instructed work;
 - e. the Contractor's resource strategy, including the categories of personnel, specialist personnel, Subcontractors, Equipment, tools and temporary facilities intended to be used;
 - f. the Contractor's arrangements for providing competent personnel for welding, general machining, heat treatment, quality control, inspection support, safety, environmental control, document control and Task Order close-out;
 - g. the Contractor's arrangements for mobilisation, site establishment, demobilisation and de-establishment;
 - h. the Contractor's arrangements for working during constrained outage periods, including extended working hours, shift arrangements, supervision and shift handover where applicable;
 - i. the Contractor's arrangements for preparing, submitting, controlling and updating:
 - Task Order programmes;
 - QCPs;
 - WPSs;
 - WPQRs;
 - welder and welding-operator qualifications;
 - method statements where required;
 - heat-treatment procedures;
 - inspection records;
 - dimensional records;
 - NDT coordination records; and
 - Task Order Databooks;

- j. the Contractor's arrangements for managing welding consumables, Contractor-supplied Plant and Materials, material certificates, traceability and storage;
 - k. the Contractor's arrangements for supplying, maintaining, inspecting, calibrating and controlling Contractor's Equipment;
 - l. the Contractor's arrangements for complying with electrical and voltage restrictions applicable to the turbine, turbine pit, generator areas and other confined conductive areas;
 - m. the Contractor's arrangements for off-site work, including transport, handling, protection, traceability, inspection, Employer access, records and return of components;
 - n. the Contractor's requirements for access to the Affected Property, permits, isolations, drawings, information, Employer-provided things, inspections, acceptances and support from Others;
 - o. the Contractor's arrangements for coordinating with the Employer's appointed NDT service provider;
 - p. the Contractor's arrangements for managing health, safety and environmental risks associated with welding, cutting, grinding, machining, heat treatment, lifting, hazardous chemicals, confined or restricted areas and outage execution;
 - q. the Contractor's arrangements for early warning, risk reduction, change management, compensation events and recovery planning;
 - r. the Contractor's document-control, records-management and quality-record retention arrangements;
 - s. the Contractor's arrangements for compiling and submitting payment-supporting records;
 - t. the Contractor's arrangements for identifying, notifying and correcting Defects and managing NCRs and concessions;
 - u. the Contractor's arrangements for progressive preparation and submission of Acceptance Records and Task Order Databooks; and
 - v. information showing how the activity descriptions and pricing build-up in the Price List relate to the operations shown in the plan.
5. The Contractor determines the resources, number of personnel, Equipment, tools, Subcontractors, methods, sequencing, durations and shift arrangements required to Provide the Service.
6. Acceptance of the Contractor's plan does not prescribe or fix the Contractor's resources or method and does not reduce the Contractor's responsibility to Provide the Service in accordance with the contract.
7. The Contractor submits a separate Task Order programme for each Task Order within the period stated in Contract Data Part One or the relevant Task Order.
8. Each Task Order programme includes, as a minimum:
- a. the Task Order reference number;
 - b. the Task starting date and Task Completion Date;
 - c. the planned date of Task Completion;
 - d. the sequence, duration and interrelationship of the operations required to complete the Task;
 - e. the generating unit, component, work area or system affected by each operation;

- f. mobilisation, access, permits, isolations, site establishment, execution, inspection, testing, documentation, demobilisation and reinstatement activities;
 - g. welding preparation, welding, machining, grinding, blending, polishing, profiling and heat-treatment activities;
 - h. visual inspections, dimensional inspections, PMI, material-thickness verification, NDT readiness and final inspection activities;
 - i. the dates on which the Contractor requires access, drawings, information, Employer-provided things, inspections, acceptances, isolations and assistance from Others;
 - j. the Contractor's proposed resource build-up, including personnel categories, supervision, Subcontractors, Equipment, tools and specialist resources;
 - k. hold points, witness points, review points, surveillance points and other QCP intervention points;
 - l. the timing of NDT requests and activities performed by the Employer's appointed NDT service provider;
 - m. the timing of pre-start submissions, including the QCP, WPSs, WPQRs, welder qualifications, heat-treatment procedures, method statements, calibration certificates and Equipment assurance information;
 - n. off-site work, transport, inspection, testing and return of components where applicable;
 - o. submission dates for progressive quality records and the final Task Order Databook;
 - p. time risk allowances, float, key constraints and recovery arrangements;
 - q. shift arrangements and shift-handover arrangements where applicable; and
 - r. information showing how the Price List items applicable to the Task relate to the operations shown in the Task Order programme.
9. The Contractor clearly identifies in each Task Order programme:
- a. information or decisions required from the Employer;
 - b. Employer-provided things required for the Task;
 - c. access and work areas required;
 - d. work to be performed by Others;
 - e. intervention points requiring attendance or response from the Employer; and
 - f. the dates by which each item is required to avoid delay to the Task.
10. The Contractor submits a revised plan or revised Task Order programme when required by the conditions of contract or when:
- a. actual progress differs materially from the accepted programme;
 - b. forecast progress indicates that the Task Completion Date may not be achieved;
 - c. the planned sequence or method changes materially;
 - d. access dates or outage arrangements change;
 - e. additional or concealed defects are identified;
 - f. a compensation event is implemented which affects the programme;
 - g. the Service Manager instructs a revised programme; or
 - h. the accepted programme no longer reflects how the Contractor intends to Provide the Service.

11. A revised programme shows:
 - a. actual progress achieved;
 - b. the effect of delay or disruption;
 - c. changes to remaining operations;
 - d. revised access and Employer-support requirements;
 - e. revised resource arrangements;
 - f. proposed recovery actions;
 - g. the effect on planned Task Completion; and
 - h. changes to the critical path, float and time risk allowances.
12. The Contractor submits programme information in an electronic format accepted by the Service Manager and provides an editable native file when requested.
13. Acceptance of a plan, Task Order programme or revised programme:
 - a. does not change the Service Information;
 - b. does not change a Task Order;
 - c. does not change the Prices;
 - d. does not change a Task Completion Date;
 - e. does not constitute acceptance of a compensation event quotation;
 - f. does not relieve the Contractor of responsibility for its method, resources or sequencing; and
 - g. does not relieve the Contractor of its obligation to Provide the Service in accordance with the contract.
14. A programme, progress update, recovery plan or meeting record does not itself change the contract. Any change is made only in accordance with the conditions of contract.

2.2. Management meetings

1. The *Service Manager* may convene and chair management meetings for the service. Meetings may be held at the Affected Property, by MS Teams, or at another location stated by the *Service Manager*.
2. The *Contractor's* attendees at meetings must have sufficient knowledge of the relevant matters and sufficient delegated authority to make decisions, provide information, agree on coordination actions and commit the *Contractor* to actions within their authority
3. The following management meetings apply to the service:

Meeting	Timing/interval	Purpose	Attendance
Kick-off meeting	Once, after the Contract Date and before the first Task Order work starts	To confirm contract administration arrangements, communication routes, safety and access requirements, planning requirements, quality requirements, Task Order process, invoicing process, reporting requirements and key interfaces	<i>Service Manager, Contractor, Employer's</i> nominated representatives and Others required by the <i>Service Manager</i>
Task Order pre-start meeting	Before mobilisation for each Task Order, unless the <i>Service Manager</i> states that it is not required	To confirm the Task Order scope, access, outage interfaces, accepted Task Order programme, safety file readiness, QCP status, hold and witness points, NDT coordination, <i>Employer-provided</i> things,	<i>Service Manager, Contractor, Employer's</i> outage representative, safety representative, quality representative, NDT coordination representative

		<i>Contractor</i> resources and readiness to start	where required, and Others affected by the Task
Progress and coordination meetings	Daily during outage execution or at intervals stated by the <i>Service Manager</i> during other instructed work periods	To review progress against the accepted Task Order programme, safety matters, access constraints, interfaces, resources, inspections, NDT readiness, Defects, NCRs, concessions, records, risks and recovery actions	<i>Contractor's</i> Site Supervisor or Foreman, <i>Service Manager</i> or nominated representative, <i>Employer</i> outage representative and Others required for coordination
Quality, inspection and NDT coordination meetings	As required before or during work involving hold points, witness points, NDT, heat treatment, critical machining, line-boring or final acceptance	To confirm QCP status, inspection readiness, intervention points, NDT requests, traceability, acceptance records, dimensional records and databook requirements	<i>Contractor's</i> quality representative, <i>Service Manager</i> or nominated representative, <i>Employer</i> quality representative, <i>Employer's</i> appointed NDT service provider where required, and relevant technical representatives
Risk reduction meetings	When instructed under the conditions of the contract or when required to manage an early warning matter	To consider and agree on actions to avoid or reduce the effect of risks affecting price, timing, quality, safety, access, outage execution or effectiveness of the service	<i>Service Manager</i> , <i>Contractor</i> and Others agreed or required for the risk being managed.
Close-out meeting	After completion of each Task Order or when required by the <i>Service Manager</i>	To confirm completion status, outstanding Defects, outstanding records, databook submission, NCR and concession status, lessons learnt and close-out actions	<i>Service Manager</i> , <i>Contractor</i> , <i>Employer's</i> nominated representatives and Others required by the <i>Service Manager</i>

4. The agenda for management meetings includes, where applicable:
 - a. health, safety and environmental matters;
 - b. access, permits, isolations and outage interfaces;
 - c. progress against the Accepted Plan or accepted Task Order programme;
 - d. *Contractor's* resource arrangements, supervision and shift arrangements;
 - e. Interfaces with the *Employer* and Others;
 - f. quality control, QCP status, hold points and witness points;
 - g. NDT readiness, NDT requests and NDT report status;
 - h. Defects, non-conformances, concessions and corrective actions;
 - i. welding, machining, heat treatment and dimensional control matters;
 - j. documentation, inspection records and databook status;
 - k. early warning matters and risk reduction actions; and
 - l. Actions required before the next meeting.
5. The person convening a meeting prepares and circulates the meeting record. For daily progress and coordination meetings, the action record is issued before the next daily meeting. For all other meetings, the meeting record is issued within 2 working days of the meeting, unless the *Service Manager* states a shorter period due to outage requirements.
6. Each meeting record states the meeting date, attendees, apologies, matters discussed, decisions made for coordination purposes, agreed actions, action owners and target dates.
7. Meeting records, minutes and attendance registers do not constitute an instruction, notification, acceptance, compensation event notification, early warning notification, change to the Service Information, change to a Task Order, change to the Accepted Plan, change to the accepted Task

Order programme or change to the Prices. Any communication required by the conditions of contract is communicated separately by the person authorised to issue it under the contract.

2.3. Contractor's management, supervision and key people

1. The *Contractor* provides the management, supervision, communication and coordination arrangements necessary to Provide the Service safely, to the required quality, and within the time requirements of the Accepted Plan, the accepted Task Order programme and each Task Order.
2. The Contractor determines the management structure, supervision structure, number of personnel, resource allocation and shift arrangements required to Provide the Service. This does not reduce the Contractor's obligation to provide competent management and supervision for each active work front, each active shift, Subcontractor activities, safety-critical activities, quality-critical activities, inspection activities and Task Order close-out activities
3. The *Contractor* submits an organogram for the service as part of the *Contractor's* plan. The organogram shows, as a minimum:
 - a. the *Contractor's* organisational structure for the service;
 - b. key people named in the Contract Data;
 - c. The *Contractor's* nominated authorised person for contractual and commercial communications;
 - d. the *Contractor's* management, supervision, safety, quality, technical, planning and records control roles;
 - e. the lines of authority, responsibility and communication within the *Contractor's* organisation;
 - f. the interface between the *Contractor*, Subcontractors, the *Service Manager*, the *Employer's* nominated representatives and Others;
 - g. the *Contractor's* arrangements for each active shift or extended working period; and
 - h. alternate persons for key management, supervision, safety-critical and quality-critical roles.
4. The *Contractor* nominates a single authorised person for contractual and commercial communications with the *Service Manager*. This person has authority to receive and respond to communications under the contract on behalf of the *Contractor*, unless the *Contractor* has notified the *Service Manager* otherwise.
5. The Contractor provides competent supervision for all active work fronts and instructed working periods. The supervision provided is suitable for the nature, risk, duration, location and complexity of the work being performed, including, where applicable, welding, machining, grinding, blending, polishing, profiling, heat treatment, lifting, hot work, inspection readiness, NDT coordination, Subcontractor activities, off-site work, records control and Task Order close-out.
6. Where work is performed on extended hours, weekends, public holidays or shifts, the *Contractor* provides supervision for each active shift and implements a recorded shift handover process. The shift handover covers, as applicable, safety status, access status, work status, quality status, hold points, witness points, NDT readiness, Defects, NCRs, concessions, outstanding records, work area condition and risks.

7. The Contractor provides competent persons for the roles and activities required by each Task Order, this Service Information, Annexure A: Technical Specification, the accepted QCP, the accepted Task Order programme and applicable law. These may include, where applicable:
 - a. service management and coordination;
 - b. Task Order planning and programming;
 - c. work-front and shift supervision;
 - d. welding coordination and technical control by an appropriately qualified IWE or IWT;
 - e. welding supervision and welding quality control;
 - f. quality inspection and records control;
 - g. qualified welders and welding operators;
 - h. boilermakers, machinists and personnel competent in grinding, blending, polishing and profiling;
 - i. heat-treatment technicians or operators;
 - j. rigging, lifting, handling and component-movement supervision;
 - k. health, safety and environmental control; and
 - l. Subcontractor supervision and coordination
8. The listing of roles in this section does not prescribe a fixed number of personnel or a fixed resourcing model. The *Contractor* remains responsible for determining and providing the resources required to Provide the Service and achieve the requirements of each Task Order.
9. The *Contractor* submits qualifications, competency records, trade test certificates, welding qualifications, appointment letters and experience records for key people and other nominated supervisory, safety-critical, quality-critical or technical personnel when required by this Service Information, Annexure A: Technical Specification, the accepted QCP, the Task Order or the *Service Manager*.
10. The Contractor does not use personnel for safety-critical, quality-critical, welding, machining, heat-treatment, lifting, inspection or NDT-coordination activities unless the required competency evidence is available and has been accepted where acceptance is required by the contract, Annexure A: Technical Specification, the accepted QCP, the Task Order or applicable law.
11. The *Contractor* submits details of competent alternate persons for key management, supervision, safety-critical, and quality-critical roles before the relevant work starts, where alternates are required to maintain service continuity.
12. The *Contractor* notifies the *Service Manager* of a proposed change to a key person named in the Contract Data, or to a nominated supervisory, safety-critical, or quality-critical person, before the change is made, except in an emergency. Replacement personnel must have suitable qualifications, competence, and experience for the role and must be accepted, where acceptance is required, by the contract.
13. Where a person performs more than one supervisory, safety-critical, quality-critical or technical role, the Contractor demonstrates that:
 - a. the person is competent and authorised for each role;

- b. the combined responsibilities do not compromise safety, quality, effective supervision, inspection readiness, inspection independence, records control or programme performance;
- c. the person is able to perform each role effectively throughout the applicable work period or shift; and
- d. the arrangement does not conflict with applicable law, Annexure A: Technical Specification, the accepted QCP, the relevant Task Order or any requirement for an independent AIA, statutory appointment or independent inspection.

The Contractor identifies any proposed combined role in the Contractor's plan or the relevant Task Order programme and remains responsible for providing sufficient competent resources to Provide the Service.

- 14. Where the *Contractor* is a joint venture, consortium or other unincorporated grouping, the *Contractor's* organogram identifies:
 - a. The party responsible for the overall management of the service.
 - b. The party responsible for work-front supervision.
 - c. The party responsible for quality control and records.
 - d. The party responsible for safety management.
 - e. The party responsible for Subcontractors management.
 - f. the party responsible for commercial and contractual communications; and
 - g. the single authorised lead through whom contractual communications are managed.
- 15. The Contractor remains responsible for Providing the Service, including work performed by Subcontractors. The Contractor manages, supervises and controls Subcontractor personnel as if they were the Contractor's own personnel.
- 16. The *Contractor* maintains a current register of key people, supervisory personnel, safety personnel, quality personnel, technical personnel and Subcontractors personnel used for the service. The register includes names, roles, qualifications, competency evidence, appointment status and the Task Orders to which personnel are allocated.

2.4. Documentation Control

- 1. The *Contractor* prepares, submits, updates and controls all documents, records and registers required to Provide the Service in accordance with this Service Information, Annexure A: Technical Specification, the Accepted Plan, the accepted Task Order programme, the accepted QCP and the applicable Task Order.
- 2. All *Contractor* documents are submitted in English, use SI units, and are clear, legible, traceable and suitable for review, acceptance, audit, payment assessment, quality records and future plant records.
- 3. Contractual communications required by the conditions of contract are communicated separately from other communications and are issued by the person authorised under the contract. Meeting minutes, action lists, technical comments, progress records, emails, SAP records, purchase order references and informal communications do not constitute instructions, notifications, acceptances, compensation event notifications or changes to the contract unless issued in accordance with the conditions of contract.

4. The *Contractor* submits documents electronically unless the *Service Manager* requests hard copies. Electronic documents are submitted in searchable PDF format, together with editable native files, as required by the *Service Manager*, the Task Order, or Annexure A: Technical Specification.
5. Each document submitted by the *Contractor* includes, as a minimum:
 - a. contract number and title;
 - b. Task Order reference number, where applicable;
 - c. component, work area, system or activity to which the document applies;
 - d. document title and unique document number;
 - e. revision number and revision date;
 - f. document status, being “submitted for acceptance”, “accepted”, “not accepted”, “resubmitted” or “issued for record”;
 - g. name and signature of the person who prepared the document;
 - h. name and signature of the person who checked or approved the document for the *Contractor*; and
 - i. references to applicable drawings, procedures, standards, weld numbers, inspection records, certificates and previous revisions where relevant.
6. The *Contractor* maintains a document register for the service and a separate document register for each Task Order. The document register records, as a minimum:
 - a. document number;
 - b. document title;
 - c. revision number;
 - d. revision date;
 - e. document status;
 - f. submission date;
 - g. response date;
 - h. acceptance status;
 - i. person responsible for the document;
 - j. related Task Order, component, work area or activity; and
 - k. final location of the document in the Work pack or Databook.
7. The *Contractor* submits the following documents before starting the relevant work, where applicable to the Task Order:
 - a. the Task Order programme;
 - b. safety documentation and permits required by the Employer’s requirements;
 - c. the QCP;
 - d. method statements where required by this Service Information, Annexure A: Technical Specification, the Task Order, the accepted QCP or the *Service Manager*;
 - e. WPSs and WPQRs, including the required authorisations and signatures;
 - f. welder and welding-operator qualifications, including the required authorisations and signatures;
 - g. heat-treatment procedures and PWHT method statements;

- h. Equipment assurance submissions for specialised Equipment, jigs, fixtures, machining Equipment, lifting Equipment and heat-treatment Equipment;
 - i. Subcontractor details and competency records where Subcontractors are used;
 - j. material certificates and welding-consumable certificates;
 - k. product data sheets, safety data sheets and application procedures for corrosion-protection, pickling, passivation, coating or chemical products; and
 - l. calibration certificates for measuring, monitoring, heat-treatment and inspection Equipment.
8. The Contractor prepares and maintains the following records during execution of the service, where applicable to the Task Order:
- a. daily progress records;
 - b. attendance and shift records;
 - c. visual inspection reports;
 - d. dimensional inspection reports;
 - e. PMI reports;
 - f. weld maps and weld-traceability records;
 - g. fit-up and weld-preparation records;
 - h. welding records, including welder identification, WPS references, consumable traceability and welding parameters where required;
 - i. heat-treatment procedures, records, charts, thermocouple-layout records and calibration certificates;
 - j. machining and dimensional-measurement records;
 - k. NDT requests and NDT-coordination records;
 - l. NDT reports received from the Employer's appointed NDT service provider;
 - m. material and welding-consumable traceability records;
 - n. concession requests and the Employer's responses;
 - o. NCRs and corrective-action records;
 - p. Defect-correction records;
 - q. final inspection and acceptance records; and
 - r. records required to support assessment of payment under the Price List.
9. The Contractor reviews NDT reports received from the Employer's appointed NDT service provider for accuracy, completeness and traceability before including them in the Databook. The Contractor promptly notifies the Service Manager of any error, omission, unclear result, incorrect reference, missing weld number, missing component reference or traceability concern identified in an NDT report. The Contractor includes in the applicable Databook the NDT procedures and NDT-operator qualification information made available by the Employer for the relevant inspections.
10. The *Contractor* compiles a databook for each Task Order or for each component or work package for which the Task Order requires separate databooks. The databook includes the final accepted records required by this Service Information, Annexure A: Technical Specification, the accepted QCP and the Task Order.

11. The *Contractor* submits records progressively as the work proceeds and does not delay their submission until the end of the Task Order, even when earlier submission is required for inspection, acceptance, NDT, payment assessment, Defect correction, or outage coordination.
12. The *Contractor* controls *Employer* drawings, technical information, *Employer* procedures, inspection records and other *Employer* documents issued to it for the service. The *Contractor* ensures that obsolete, superseded or uncontrolled documents are not used to Provide the Service.
13. The *Contractor* ensures that Subcontractors comply with the same documentation control, recordkeeping, revision control, confidentiality, and databook requirements as the *Contractor*. The *Contractor* incorporates Subcontractors records into the relevant work pack and databook.
14. Acceptance of a document, record, register, procedure, QCP, WPS, WPQR, method statement, programme, report or databook does not change the *Contractor's* responsibility to Provide the Service in accordance with the contract or to correct Defects.

2.5. Invoicing and payment

1. Within one week of receiving a payment certificate from the *Service Manager* in terms of 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. Email to Invoiceseskomlocal@eskom.co.za, with a copy to the *Service Manager*.
2. The *Contractor* must address the tax invoice to:
Eskom Holdings SOC Ltd
Generation Division
Peaking Operating Unit
Att: Financial Accounting
P.O Box 3487
Tygervally
7536

and include on each invoice the following information:

- a. Name and address of the *Contractor* and the *Service Manager*;
- b. The contract number and title;
- c. *Contractor's* VAT registration number (in line with SARS compliance)
- d. The *Employer's* VAT registration number 4740101508;
- e. Description of service provided for each item invoiced based on the Price List;
- f. Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- g. Task order number

Note:

1. Use your order number as a reference on your invoice
2. Eskom VAT Number 4740101508 must always be reflected on your invoice

2.6. Contract change management

1. Changes to the Service Information are made only by an instruction issued by the *Service Manager* in accordance with the conditions of contract.

2. Changes to a Task Order, the Accepted Plan, an accepted Task Order programme, the Prices or a Task Completion Date are made only in accordance with the conditions of contract.
3. The Contractor does not change the scope, sequence, method, materials, welding procedure, machining method, heat-treatment method, inspection requirements, intervention points, acceptance requirements, Task Order requirements, accepted QCP or accepted Task Order programme without the communication, submission, acceptance or instruction required by the contract.
4. The Contractor notifies the Service Manager as soon as the Contractor becomes aware of any matter which may require a change to:
 - a. a. the Service Information;
 - b. b. a Task Order;
 - c. c. the Accepted Plan;
 - d. d. an accepted Task Order programme;
 - e. e. the Prices;
 - f. f. a Task Completion Date; or
 - g. the timing of the service.

A notification under this paragraph does not itself change the contract.

5. Where the Contractor considers that a communication, instruction, condition, technical requirement, access constraint, inspection finding, Employer decision, event or circumstance is a compensation event, the Contractor notifies the Service Manager in accordance with the conditions of contract.

A notification under paragraph 4 does not replace an early-warning notification, compensation-event notification or any other separate communication required by the conditions of contract.

6. The Contractor does not implement a technical deviation from this Service Information, Annexure A: Technical Specification, an accepted QCP, an accepted WPS, an accepted WPQR, an accepted method statement, an applicable drawing or a Task Order unless:
 - a. the Contractor has submitted a formal concession request or other technical submission required by the applicable technical or quality process;
 - b. the technical deviation has been accepted in writing, or through a recorded release, by the person authorised under the applicable technical or quality process; and
 - c. any consequential change to the Service Information, Task Order, Prices, Accepted Plan, accepted Task Order programme or Task Completion Date has been made separately in accordance with the conditions of contract.

A technical query, NCR, inspection comment, meeting record, verbal discussion or informal communication does not by itself authorise a technical deviation.

The fact that affected work has already been performed does not constitute acceptance of a concession or technical deviation and does not create an entitlement to a change to the Prices or a Task Completion Date.

7. A concession, NCR close-out, technical-query response, quality acceptance, inspection release, intervention-point release, technical review or other technical acceptance does not change:
 - a. the Service Information;
 - b. a Task Order;

- c. the Accepted Plan;
- d. an accepted Task Order programme;
- e. the Prices; or
- f. a Task Completion Date.

Any contractual change resulting from a technical matter is made separately in accordance with the conditions of contract.

8. The Contractor maintains a change register for the service. The register records, as a minimum:
 - a. early-warning notifications;
 - b. Service Manager instructions;
 - c. compensation-event notifications;
 - d. compensation-event quotations, assessments and implemented compensation events;
 - e. instructions changing the Service Information;
 - f. instructions changing Task Orders;
 - g. revised plans and Task Order programmes and their acceptance status;
 - h. concessions, NCRs, technical queries and technical responses;
 - i. the person responsible for each item;
 - j. the current status of each item; and
 - k. the effect, if any, on the Prices, programme, Task Completion, quality records and close-out requirements.
9. The change register is a management record only. It does not itself constitute an instruction, notification, acceptance, compensation-event notification, change to the Service Information, change to a Task Order, change to the Prices, change to the Accepted Plan or change to a Task Completion Date.
10. The Contractor includes accepted concessions, relevant NCR close-out records, technical-query responses and other technical change records in the applicable Task Order Databook where they affect the quality, configuration, traceability or acceptance of the completed service.

Early-warning, compensation-event and commercial change records are retained in the applicable contract and Task Order management records and are included in the Task Order close-out documentation where required by the Service Manager.

2.7. Records to be kept by the Contractor

1. The *Contractor* keeps records required to support payment assessment, Task Order management, compensation event assessment, auditability, quality control, progress monitoring, and verification that the *Contractor* has Provided the Service in accordance with the contract.
2. The *Contractor* keeps records separately for each Task Order and links each record to the applicable Task Order reference number, Price List item, work area, component, date and activity.
3. The records kept by the *Contractor* include, where applicable:
 - a. daily progress records and daily site diaries;
 - b. attendance registers and timesheets for the *Contractor's* personnel and *Subcontractor* personnel, showing names, roles, hours worked, shift worked, work area and activity performed;

- c. *Contractor's* Equipment utilisation records, including setup time, productive operating time, idle time, breakdowns, maintenance and demobilisation where relevant to payment or compensation event assessment;
 - d. vehicle, transport, travel and accommodation records;
 - e. delivery notes, material issue records, consumable records and material traceability records;
 - f. welding consumable issue and control records;
 - g. Sub*Contractor* quotations, orders, invoices, timesheets, progress records and supporting records where relevant to payment or compensation event assessment;
 - h. records of *Employer*-provided things used by the *Contractor*, including crane use, site services, *Employer* equipment and other *Employer*-provided things made available for a Task Order;
 - i. inspection, testing, dimensional measurement, NDT coordination and quality records;
 - j. records of Defects, NCRs, concessions, corrective actions and rework;
 - k. records of delays, access constraints, interruptions, standing time, changes, early warnings and compensation event matters;
 - l. records supporting the *Contractor's* quotations for compensation events;
 - m. records supporting the *Contractor's* activity breakdown, resource build-up, quantities, durations, rates and Prices in the Price List or Task Order pricing; and
 - n. records required by this Service Information, Annexure A: Technical Specification, the accepted QCP, the Accepted Plan, the accepted Task Order programme or the Task Order.
4. The *Contractor* submits records required for payment assessment with each application for payment. The records must be sufficient to allow the *Service Manager* to assess the amount due in accordance with the conditions of contract, the Price List, the relevant Task Order and the work completed.
 5. Where a Price List item is priced by time, quantity, distance, trip, shift, day or other measurable unit, the *Contractor* provides records showing the time, quantity, distance, trip, shift, day or other unit completed or used in Providing the Service under the relevant Task Order.
 6. Where a Price List item is priced as a lump sum, the *Contractor* provides records demonstrating that the activity described by that item has been completed in accordance with the contract.
 7. The *Contractor* submits records required for compensation event quotations with the quotation or within the period stated by the *Service Manager*. The records must be sufficient to allow the *Service Manager* to assess the effect of the compensation event on the Prices, the Accepted Plan and the accepted Task Order programme.
 8. The *Contractor* retains records in an orderly and auditable format for the duration of the service period and for any additional retention period stated by the *Employer's* document retention requirements.
 9. The *Contractor* provides the *Service Manager* with reasonable access to the records when requested. Records are provided electronically in PDF format and, upon request by the *Service Manager*, in native, editable format. Hard copies are provided only where specifically requested by the *Service Manager*.

10. The *Contractor's* failure to keep or provide sufficient records may be taken into account by the *Service Manager* when assessing payment, compensation event quotations, Defects, delay, rework, standing time or any other matter requiring substantiation under the contract.
11. This section does not change the payment mechanism under Option A and does not make routine payment under the contract a Defined Cost assessment.

2.8. Insurance provided by the Employer

1. The insurance provided by the *Employer* is as stated in the Contract Data and the additional conditions of contract.
2. The *Contractor* complies with the requirements, procedures and reasonable instructions notified by the *Employer* for the administration of any *Employer*-provided insurance relevant to the service.
3. The *Contractor* immediately notifies the *Service Manager* of any event which may give rise to an insurance claim, including loss of or damage to the *Employer's* property, Plant and Materials, Equipment, environmental damage, injury, theft, fire, flooding, lifting incident, transport incident or damage to components removed from the Affected Property.
4. The *Contractor* provides the *Service Manager* with the information, records, photographs, incident reports, statements, inspection records and supporting documents reasonably required by the *Employer* for insurance notification, assessment or claim administration.
5. The *Contractor* does not admit liability, settle a claim, dispose of damaged property, repair insured damage, or interfere with evidence relating to an insurance event without the *Service Manager's* prior instruction, except where immediate action is required to protect people, prevent further damage, make the area safe or comply with the law.
6. The existence of *Employer*-provided insurance does not change the *Contractor's* responsibility to Provide the Service, correct Defects, comply with this Service Information, comply with Annexure A: Technical Specification, comply with the accepted QCP and accepted procedures, or provide the insurances required from the *Contractor* under the Contract Data.

2.9. Training workshops and technology transfer

1. No formal training workshops or technology transfer are required unless stated in a Task Order.
2. Where a Task Order requires a training workshop, knowledge-sharing session, or technology-transfer activity, the Task Order specifies the required topic, timing, duration, attendees, location, deliverables, and records to be provided by the *Contractor*.
3. Any training workshop, knowledge-sharing session or technology-transfer activity is limited to the subject matter stated in the Task Order and does not change the *Contractor's* obligations, the *Employer's* obligations, the Prices, the Service Information, Annexure A: Technical Specification, the Accepted Plan, a Task Completion Date or the *Contractor's* responsibility to Provide the Service.
4. Training material, workshop records, attendance registers and any other records required by the Task Order are included in the relevant Task Order databook or close-out documentation.
5. The *Contractor's* personnel complete the *Employer's* safety, security, access and site induction requirements before entering the Affected Property or starting work. These induction requirements

are managed under the health and safety, access control and site regulation requirements of this Service Information and are not technology transfer.

2.10. Provision and Control of Contractor's Equipment

1. The *Contractor* provides all Equipment required to Provide the Service unless this Service Information states that the *Employer* provides a specific item.
2. The *Contractor* remains responsible for the adequacy, safety, suitability, certification, transport, installation, operation, maintenance, control and removal of all *Contractor's* Equipment, including Equipment designed, fabricated, assembled, modified, hired or supplied by the *Contractor* or a *SubContractor*.
3. For the purposes of this section, Contractor's Equipment includes specialised Equipment, temporary works, fixtures, jigs, frames, alignment tooling, machining Equipment, welding Equipment, heat-treatment Equipment, measuring and monitoring Equipment, lifting or handling aids, temporary supports, access Equipment and any other Equipment used by the Contractor to Provide the Service.
4. The *Contractor* ensures that all *Contractor's* Equipment is:
 - a. suitable for the intended work and work environment;
 - b. compatible with the Affected Property and the applicable work area constraints;
 - c. safe for use and maintained in serviceable condition;
 - d. supported by valid inspection, calibration, test or certification records where required;
 - e. operated only by competent and authorised persons;
 - f. compliant with the *Employer's* site rules, safety requirements and permit-to-work requirements;
 - g. compliant with the electrical power restrictions and other constraints stated in this Service Information and Annexure A: Technical Specification; and
 - h. Removed from the Affected Property when no longer required, unless otherwise instructed by the *Service Manager*.
5. Before mobilising specialised or critical Equipment identified in the relevant Task Order, accepted QCP or an instruction from the Service Manager, the Contractor submits an Equipment assurance submission to the Service Manager for acceptance:
 - a. description and intended use of the Equipment;
 - b. work activity, component or Task Order to which the Equipment applies;
 - c. general arrangement drawings, sketches or layout details;
 - d. design limits, capacity, loads, working envelope and operating constraints;
 - e. fixing, anchoring, bolting, clamping or tack-welding method, where applicable;
 - f. manufacturer, supplier or fabricator details;
 - g. inspection, test, calibration and certification records;
 - h. maintenance and safe-use instructions;
 - i. risk assessment and safe work procedure for installation, use and removal;
 - j. contingency or spare arrangements for Equipment whose failure may affect safety, quality, access, NDT readiness or Task Completion; and

- k. confirmation that the Equipment complies with the power supply, access, environmental and safety constraints applicable to the work area.
6. Where the *Contractor* designs or modifies Equipment, the *Contractor* submits particulars of the design when instructed by the *Service Manager* or when required by this Service Information, Annexure A: Technical Specification, the accepted QCP or the Task Order. The *Contractor* does not use the Equipment for the relevant work until the required submission has been accepted.
7. Where Equipment is fixed, bolted, clamped or otherwise attached to the Employer's plant, structures or components, the Contractor obtains acceptance of the proposed fixing or attachment method before installation.

The Contractor does not weld or tack-weld temporary attachments, fixtures, supports or Equipment to the Employer's plant, structures or components unless the attachment:

 - a. is specifically permitted by the relevant Task Order;
 - b. is covered by an accepted WPS and accepted QCP; and
 - c. has been accepted by the Service Manager before the attachment is made.

The Contractor removes temporary attachments and fixings when they are no longer required and repairs, inspects and reinstates the affected surfaces and corrosion protection in accordance with Annexure A: Technical Specification, the accepted QCP and the relevant Task Order.
8. The *Service Manager* may require hold points or witness points for critical Equipment, including:
 - a. inspection before mobilisation;
 - b. functional testing at the *Contractor's* or *SubContractor's* premises;
 - c. load testing or certification;
 - d. inspection on delivery to the Affected Property;
 - e. inspection after installation and before use; and
 - f. Inspection after removal and reinstatement.
9. The *Contractor* does not treat the *Employer's* review, witnessing, comment or acceptance of *Contractor's* Equipment, Equipment design, certificates, tests or installation method as reducing the *Contractor's* responsibility for Providing the Service, correcting Defects, maintaining safety, or achieving the requirements of the contract.

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

2.11.1. Equipment

1. No *Contractor's* Equipment is provided to the *Employer* for the *Employer's* use at the end of the service period, unless the *Service Manager* instructs otherwise in accordance with the contract.
2. The *Contractor* returns to the *Employer* any equipment, surplus Plant and Materials, drawings, documents, keys, access cards, permits, records or other things provided by the *Employer* and still in the *Contractor's* possession or control at the end of the service period.
3. The *Contractor* removes all *Contractor's* Equipment, temporary works, tools, unused materials, consumables, storage facilities, containers, temporary facilities and temporary services from the Affected Property at the end of the service period, unless the *Service Manager* instructs otherwise.
4. The *Contractor* reinstates areas affected by the *Contractor's* Equipment, temporary works, temporary services or temporary facilities to a safe, clean and acceptable condition.

2.11.2. Information and other things

1. At the end of the service period, the *Contractor* submits a final close-out pack for the service.
2. The final close-out pack includes, as a minimum:
 - a. an index of all Task Orders issued under the contract;
 - b. the status of each Task Order, including completed, cancelled, superseded, open or disputed;
 - c. a register of all databooks and work packs submitted under the contract, including document numbers, revision status and acceptance status;
 - d. a consolidated register of Defects, NCRs, concessions and corrective actions raised under the contract, including close-out status;
 - e. a register of accepted WPSs, WPQRs, welder qualifications, QCPs, method statements and major technical submissions used under the contract;
 - f. a register of inspection records, dimensional records, heat treatment records, NDT reports and other quality records submitted under the contract;
 - g. a register of *Employer* drawings and controlled technical documents received by the *Contractor*, including confirmation of return, deletion or disposal where required by the *Employer*;
 - h. a register of Subcontractors used under the contract and the Task Orders to which they applied;
 - i. a register of *Employer*-provided equipment, Plant and Materials, information and other things returned to the *Employer*;
 - j. a summary of outstanding matters, if any, including the responsible party and proposed close-out action;
 - k. a summary of recurring technical issues, recurring Defects, outage constraints and lessons learnt relevant to future refurbishment planning; and
 - l. Any other close-out information stated in a Task Order or instructed by the *Service Manager*.
3. The final close-out pack does not relieve the *Contractor* of its obligation to submit Task Order databooks, inspection records, dimensional records, quality records, NDT records, heat treatment records, and acceptance records within the time required for each Task Order.
4. The *Contractor* submits the final close-out pack in electronic format. Hard copies are provided only upon request from the *Service Manager*.
5. The *Contractor's* submission of the final close-out pack does not relieve the *Contractor* of responsibility for correcting Defects, providing missing records, closing NCRs, returning *Employer*-provided things, or complying with obligations that survive the end of the service period.

2.12. Management of work done by Task Order

1. Work under this contract is instructed by Task Order in accordance with Option X19.
2. The *Contractor* does not start work under a Task Order until the *Service Manager* issues the Task Order and the pre-start requirements stated in this Service Information and the Task Order have been satisfied.
3. No quantity of work, number of Task Orders, outage work package, component repair, welding activity, machining activity, heat-treatment activity, off-site activity, resource usage, duration or value of work is guaranteed under this contract.
4. A Task Order is a contractual instruction issued by the *Service Manager*. An SAP order number, purchase order number, financial release, payment reference or other *Employer* administrative reference may be included in or linked to a Task Order for payment, governance or administrative purposes, but does not replace the Task Order mechanism under Option X19.
5. The Service Manager consults the Contractor about the contents of a Task Order before issuing it in accordance with Option X19.

Consultation does not constitute acceptance of the Contractor's proposed scope interpretation, programme, method, resource build-up, quotation or Prices. Any acceptance, instruction, notification or assessment required by the contract is communicated separately in accordance with the conditions of contract
6. Each Task Order includes, as a minimum:
 - a. the Task Order reference number;
 - b. the contract number and title;
 - c. the generating unit, component, work area or system affected by the Task;
 - d. a detailed description of the work included in the Task;
 - e. the applicable requirements of this Service Information, Annexure A: Technical Specification, drawings, standards, procedures and accepted submissions;
 - f. the priced list of items for the Task, identifying the applicable Price List items, units, quantities or durations, rates and Prices;
 - g. the Task starting date;
 - h. the Task Completion Date;
 - i. the amount of delay damages for late completion of the Task, where delay damages apply under Option X19;
 - j. the total of the Prices for the Task and, where the full price cannot be established when the Task Order is issued, the basis on which the outstanding price is to be assessed in accordance with the conditions of contract;
 - k. access dates, work windows, outage interfaces and work area constraints applicable to the Task;
 - l. *Employer*-provided things applicable to the Task, including NDT services, drawings, information, crane access, site services, components or spares where applicable;

- m. key pre-start submissions required for the Task, including the Task Order programme, QCP, safety documentation, equipment assurance submissions, WPS, WPQR, welder qualifications, method statements and other documents required for the Task;
 - n. hold points, witness points, review points, surveillance points and other quality intervention points applicable to the Task;
 - o. inspection, testing, NDT readiness, dimensional verification and acceptance requirements applicable to the Task;
 - p. Task Order databook, handover and close-out requirements; and
 - q. Any other constraints, deliverables or records required for the Task.
7. The *Contractor* submits a Task Order programme for each Task Order within the period stated in the Contract Data. The Task Order programme shows the information required by Option X19, this Service Information and the Task Order.
8. The *Contractor's* Task Order programme includes the *Contractor's* proposed resource build-up, Equipment, Subcontractors, sequence, durations, work fronts, access requirements, *Employer*-provided items, inspection points, NDT readiness dates, records submission dates and planned Task Completion.
9. The *Contractor's* priced list for the Task Order is based on the activity-based Price List. The *Contractor* inserts or confirms the applicable activity breakdown, pricing basis, resource build-up, unit, quantity or duration, rate and Price required for the Task Order.
10. The activity headings in the Price List do not prescribe the *Contractor's* resources, number of personnel, Equipment, methods, sequence or shift arrangements. The *Contractor* remains responsible for determining and providing the resources required to Provide the Service and achieve Task Completion.
11. Where a required item of work is not included in the Price List, the item is assessed in accordance with the conditions of contract and Option X19.
12. A Task Order may include work to be performed on the Affected Property, off-site, or both. Where off-site work is included, the Task Order states the applicable requirements for transport, handling, protection, inspection, testing, traceability, *Employer* witnessing, records and return of the component or item.
13. The *Contractor* notifies the *Service Manager* as soon as the *Contractor* becomes aware of an ambiguity, inconsistency, error, omission, impracticability, missing information, access issue, *Employer*-provided item issue, technical issue, safety issue, quality issue or programme issue affecting a Task Order.
14. The *Contractor* submits a revised Task Order programme when required by the conditions of contract, when instructed by the *Service Manager*, or when actual or forecast progress differs materially from the accepted Task Order programme.
15. The *Service Manager* may instruct a change to a Task Order in accordance with Option X19. A change to a Task Order, Task Completion Date, Task Order priced list, Service Information, accepted Task Order programme or Prices is effective only when made in accordance with the conditions of contract.

16. The *Contractor* provides progress reports for each active Task Order at the intervals stated in the Task Order or instructed by the *Service Manager*. During outage execution, progress reports are provided daily unless the *Service Manager* states otherwise.
17. Progress reports include, where applicable:
- progress against the accepted Task Order programme;
 - work completed during the reporting period;
 - work planned for the next reporting period;
 - resources and Equipment used;
 - access, permit and isolation status;
 - safety and environmental matters;
 - hold point, witness point and inspection status;
 - NDT readiness and NDT report status;
 - Defects, NCRs, concessions and corrective actions;
 - delays, risks, early warnings and recovery actions; and
 - Records and databook status.
18. Unless the Task Order expressly states otherwise, Task Completion is achieved when the Contractor has:
- completed the work described in the Task Order;
 - corrected notified Defects which would prevent the Employer or Others from using the affected plant or from doing their work;
 - completed the inspections, tests and NDT required before handover, reinstatement or return of the affected plant to service;
 - submitted the inspection, testing, dimensional, heat-treatment, traceability and other records required before handover or return to service;
 - cleaned and reinstated the affected work area; and
 - completed any other requirement expressly identified in the Task Order as a condition of Task Completion.
- A final Task Order Databook or close-out document which the Task Order does not expressly require before Task Completion remains an outstanding obligation and is submitted within the period stated in the Task Order.
19. The *Contractor* submits the Task Order databook and close-out documentation required by the Task Order, this Service Information, Annexure A: Technical Specification and the accepted QCP.
20. The Service Manager may record a Task Order as administratively closed after confirming its close-out status.
- Administrative closure of a Task Order does not:
- constitute acceptance of a Defect;
 - waive any outstanding obligation;
 - prevent correction of a Defect;
 - prevent submission or correction of outstanding records;
 - determine or waive a compensation event, payment or other contractual entitlement; or

- f. affect any right or obligation which continues under the contract.

3. Health and safety, the environment and quality assurance

3.1. Health and safety risk management

1. The *Contractor* must comply with the health and safety requirements set out in the *Employer's* OHS Requirements and the approved safety file. The *Employer* reserves the right to review the OHS Requirements to address Operational risks, and the *Contractor* must comply with the latest OHS Requirements, as amended, at no cost for the duration of the contract.
2. The section 37(2) agreement, as stipulated under the OHS Act No 85 of 1993, must be signed by *Contractor* and *Employer* representatives.
3. The *Contractor's* OHS professional must conduct internal audits at planned intervals (for the duration of the contract) at Gariep Power Station to monitor compliance with the contractual health and safety requirements.
4. The *Contractor* may be selected during internal and/or external Peaking Power Station audits to verify compliance with legal and contractual OHS requirements. The *Service Manager* will communicate this at relevant time periods, and the *Contractor* must avail themselves for this audit.
5. In addition to the requirements of the applicable laws governing occupational health and safety, the OHS requirements particular to the service and the Affected Property for this contract must be adhered to for the duration of the contract.
6. The minimum requirements for the *Contractor* to gain access to Gariep Power Station include, but are not limited to:
 - a. Valid Medical fitness certificate
 - b. Police clearance from SAPS or an accredited supplier/service provider linked to the SAPS AFIS system, not older than thirty (30) days.
 - c. Identification document (RSA ID or equivalent)
 - d. National Driver's Licence (applicable to drivers)
 - e. Adherence to the Eskom Life-saving rules.
 - f. Applicable risk-based PPE.
 - g. Valid letter of good standing always (COIDA or equivalent). Access to the site to perform work will be denied if the Letter of Good Standing is not valid.

Note: Induction will only be conducted after the above documents have been submitted and accepted by Eskom

3.2. Environmental constraints and management

The *Contractor's* attention is drawn to the fact that Gariep Power Station is situated in highly sensitive environmental areas. The *Contractor* is familiar with all statutory and local environmental regulations and adheres to them without exception. The *Contractor* complies with the Hazardous Chemical Regulations when using any hazardous chemicals, as well as complying with the requirements of the National Environmental Management Act.

3.3. Quality assurance requirements

1. The Contractor is responsible for quality control and for Providing the Service in accordance with:
 - a. this Service Information;
 - b. Annexure A: Technical Specification;
 - c. the relevant Task Order;
 - d. the accepted QCP;
 - e. the accepted WPS and WPQR;
 - f. accepted method statements where required;
 - g. applicable drawings and standards; and
 - h. applicable law.
2. The Contractor implements and maintains a welding quality-management system complying with ISO 3834-2 for all welding work performed under the contract.
3. The Contractor responsible for welding:
 - a. maintains current ISO 3834-2 certification;
 - b. maintains the approvals required by Annexure A: Technical Specification and the applicable Employer welding standard;
 - c. provides evidence of certification and approval before performing welding under the first applicable Task Order; and
 - d. promptly notifies the Service Manager of any suspension, withdrawal, expiry, restriction or change affecting the certification or approval.
4. The Contractor's quality-control arrangements include the planning, supervision, inspection, testing support, material control, traceability, records, Defect correction and Databook requirements necessary to demonstrate that the service complies with the contract.
5. The Contractor provides competent quality-control and welding-coordination personnel, including the appropriately qualified IWE or IWT required by Annexure A: Technical Specification.
6. Where Annexure A: Technical Specification or an applicable standard requires review, witnessing, approval or certification by an independent AIA or notified body, the Contractor makes the necessary arrangements and provides the resulting records.
7. The Contractor does not start work under a Task Order until the QCP required for the Task Order, component or work package has been submitted to the Service Manager and accepted, unless the Service Manager instructs otherwise.
8. For planned outage work, the Contractor submits the applicable QCP not later than two weeks before the planned start of the relevant outage work, unless the Task Order states a different submission period.
9. Each QCP is specific to the relevant Task Order, component, work area or work package and includes, as a minimum:
 - a. the Task Order reference number;
 - b. the component, system, weld repair or work area covered by the QCP;
 - c. applicable drawings, standards, procedures and Annexure A requirements;
 - d. the sequence of work and inspection stages;

- e. review points, surveillance points, witness points and hold points;
 - f. acceptance criteria for each inspection or test;
 - g. the responsible Contractor personnel and Subcontractors;
 - h. Employer, Service Manager, quality, AIA and NDT interfaces;
 - i. the notices required before intervention points;
 - j. the records produced at each stage;
 - k. links to the applicable WPS, WPQR, welder qualifications, method statements, material certificates, consumable certificates, calibration certificates and Equipment certificates;
 - l. PMI, material-thickness verification and material-traceability requirements;
 - m. weld-map and weld-numbering requirements;
 - n. preheat, interpass-temperature and heat-treatment requirements;
 - o. NDT readiness and NDT-request requirements; and
 - p. Databook and quality close-out requirements.
10. The QCP includes:
- a. a document number and revision status;
 - b. a revision history;
 - c. identification of the Contractor's quality representative;
 - d. identification of the Contractor's IWE or IWT;
 - e. identification of the Employer's nominated quality representative;
 - f. identification of the independent AIA or other representative where required; and
 - g. the signatures or releases required for each intervention point.
11. Before starting the applicable welding work, the Contractor submits:
- a. the applicable WPS;
 - b. the supporting valid WPQR;
 - c. valid welder and welding-operator qualifications;
 - d. evidence of the applicable IWE or IWT review and authorisation;
 - e. evidence of the independent AIA or notified-body authorisation where required;
 - f. the applicable heat-treatment procedure where heat treatment is required;
 - g. material and welding-consumable certificates;
 - h. PMI and material-verification arrangements;
 - i. calibration certificates; and
 - j. any method statement specifically required by the Employer, Annexure A: Technical Specification, the accepted QCP or the Task Order.
12. The Contractor ensures that each WPS and supporting WPQR is suitable for the actual:
- a. parent-material group and grade;
 - b. filler material;
 - c. material thickness and dimensional range;
 - d. welding process;
 - e. weld type and welding position;
 - f. repair configuration;

- g. preheat and interpass-temperature requirements;
 - h. heat-input requirements; and
 - i. PWHT or bake-out requirements.
- 13. Before welding starts, the Contractor:
 - a. completes and records the required as-found visual and dimensional inspections;
 - b. verifies the material grade using PMI where required;
 - c. verifies the actual material thickness and dimensional range;
 - d. confirms that the selected WPS and WPQR cover the actual conditions;
 - e. confirms the identity and qualification of the welder or welding operator;
 - f. confirms the identity, condition and traceability of the welding consumables;
 - g. assigns a unique weld number to each weld or weld-repair area; and
 - h. records the weld location on the applicable Weld map.
- 14. The Contractor provides 3.1 material certificates for welding consumables and Contractor-supplied metallic materials where required by Annexure A: Technical Specification, the applicable WPS, the accepted QCP or the Task Order.
- 15. The Contractor gives the Employer not less than:
 - a. 24 hours' notice before an on-site intervention point; and
 - b. 72 hours' notice before an off-site intervention point,
 - c. unless the Task Order, accepted QCP or Service Manager states a longer period.
- 16. Each intervention-point notice identifies:
 - a. the Task Order;
 - b. the component and work area;
 - c. the applicable QCP activity and intervention point;
 - d. the proposed date, time and location;
 - e. the records available for review; and
 - f. the Contractor's responsible person.
- 17. Intervention points, inspection records and test records are completed and signed progressively as the service is performed. Backdating of intervention points, inspection records, test records or QCP sign-offs is not permitted.
- 18. The Contractor does not proceed beyond a hold point until the person identified in the accepted QCP has recorded release of the hold point.
- 19. The Contractor performs and records, where applicable:
 - a. as-found visual and dimensional inspections;
 - b. material identification and PMI;
 - c. material-thickness verification;
 - d. weld preparation and fit-up inspections;
 - e. welding-consumable checks;
 - f. preheat and interpass-temperature monitoring;
 - g. welding surveillance;
 - h. weld-profile and surface-finish inspections;

- i. machining and dimensional inspections;
 - j. distortion monitoring;
 - k. heat-treatment checks;
 - l. final visual and dimensional inspections;
 - m. pickling and passivation inspections; and
 - n. other inspections required by Annexure A: Technical Specification, the accepted QCP or the Task Order.
20. The Contractor provides calibrated measuring, monitoring, temperature-control and inspection Equipment required for its inspections and records. The Contractor submits valid calibration certificates before the Equipment is used and includes them in the applicable Databook.
21. Where heat treatment is required, the Contractor:
- a. submits the heat-treatment procedure and method statement for acceptance before starting the activity;
 - b. uses suitably qualified heat-treatment technicians or operators;
 - c. uses suitable and calibrated heat-treatment Equipment;
 - d. records the preheat, interpass temperature, heating rate, soaking temperature, soaking period, cooling rate and other applicable parameters;
 - e. provides the thermocouple layout or detailed sketch required by Annexure A: Technical Specification;
 - f. maintains continuous supervision of the heat-treatment process;
 - g. examines the component after the PWHT cycle for distortion, discolouration, damage and arcing;
 - h. cleans and inspects thermocouple attachment areas as required;
 - i. obtains review and signature of the PWHT chart by the Contractor's IWE or IWT; and
 - j. includes the procedure, calibration records, charts, sketches and inspection records in the applicable Databook.
22. Repair welding after PWHT is not permitted. Where a further repair appears necessary after PWHT, the Contractor stops the affected work and notifies the Service Manager. The Contractor does not proceed until the matter has been resolved in accordance with Annexure A: Technical Specification and the contract.
23. The Employer's appointed NDT service provider performs the NDT required by the contract unless the relevant Task Order states otherwise.
24. The Contractor is responsible for:
- a. preparing the work and work area for NDT;
 - b. ensuring that the work is clean, accessible and safe for NDT;
 - c. identifying the welds, areas and components to be tested;
 - d. maintaining weld-number and component traceability;
 - e. submitting the NDT request through the Employer's Outage Management department;
 - f. giving at least one working day's advance notice for the NDT request, unless a different period is stated in the Task Order or accepted QCP;

- g. coordinating access, support and readiness for NDT;
 - h. reviewing NDT reports for accuracy, completeness and traceability; and
 - i. including the NDT reports in the applicable Databook.
- 25. The Contractor ensures that the weld numbers shown on the Weld map are referenced on the applicable NDT requests, NDT reports, inspection records and repair records.
- 26. If an inspection or test identifies a Defect, unacceptable indication or non-conformance, the Contractor:
 - a. promptly notifies the Service Manager;
 - b. records the matter through the applicable Defect, NCR or concession process;
 - c. submits the proposed correction or repair procedure where required;
 - d. does not implement a technical deviation unless it has been accepted in accordance with the contract;
 - e. corrects the Defect in accordance with the contract; and
 - f. repeats the required inspections and tests.
- 27. The Contractor does not cover, close, remove, transport, install, reassemble or proceed with work which would prevent inspection, NDT, dimensional verification, Employer witnessing or intervention-point release until the required inspection or release has been completed.
- 28. Work performed by a Subcontractor or at an off-site facility is subject to the same quality-control, inspection, intervention-point, traceability and records requirements as work performed directly by the Contractor on the Affected Property.
- 29. The Contractor remains responsible for the quality of Subcontractor and off-site work and incorporates all applicable Subcontractor and off-site records into the relevant Work pack and Databook.
- 30. The Contractor submits quality records progressively as the service proceeds and does not defer their preparation or submission until the end of the Task Order.
- 31. The Contractor compiles the Databook required for each Task Order, component or work package. The Databook contains the records required by:
 - a. this Service Information;
 - b. Annexure A: Technical Specification;
 - c. the accepted QCP;
 - d. the accepted WPS and WPQR;
 - e. accepted procedures;
 - f. applicable drawings and standards; and
 - g. the relevant Task Order.
- 32. The QCP includes a final quality close-out hold point for submission and review of the applicable Databook. The relevant Task Order states whether release of this hold point is required before Task Completion, plant handover, return to service or administrative close-out.
- 33. Acceptance, witnessing, inspection, testing, review, comment, intervention-point release or use of the service by the Employer does not reduce the Contractor's responsibility to Provide the Service in accordance with the contract or to correct Defects.

4. Procurement

4.1. People

4.1.1. Minimum requirements for people employed

1. The Contractor provides competent personnel in sufficient numbers to Provide the Service safely, to the required quality and within the time constraints stated in the Accepted Plan, the accepted Task Order programme and each Task Order.
2. The Contractor determines the number of personnel, resource allocation, shift arrangements, supervision arrangements and personnel categories required to Provide the Service.
3. The Contractor's responsibility to determine its resources does not reduce its obligation to provide personnel who are:
 - a. competent and suitably experienced for the work they perform;
 - b. appropriately qualified, certified, registered or trade tested where required;
 - c. trained and authorised for the Equipment and activities for which they are responsible;
 - d. medically fit where required;
 - e. properly supervised; and
 - f. compliant with the Employer's access, safety and security requirements.
4. Personnel performing welding, general machining, heat treatment, grinding, blending, polishing, profiling, inspection, quality control, lifting, chemical handling, coating, corrosion protection, pickling, passivation or other specialist activities have the qualifications, certifications, experience and competency required by:
 - a. this Service Information;
 - b. Annexure A: Technical Specification;
 - c. the accepted QCP;
 - d. the relevant Task Order;
 - e. applicable law;
 - f. the applicable technical standard; and
 - g. the Employer's requirements for the Affected Property.
5. For welding-related work, the Contractor provides the following minimum personnel qualifications:
 - a. the welding quality-control function is performed by a person holding a Level 2 SAIW Inspector qualification;
 - b. boilermakers performing the welding-related work hold a recognised Boilermaker Trade Test;
 - c. semi-skilled labourers assigned to welding-related work hold Matric or an N3 Mechanical Engineering Certificate;
 - d. welders and welding operators hold valid qualifications applicable to the welding process, material, thickness range, welding position and work being performed; and
 - e. the Contractor's welding coordination and technical-control functions are performed by the appropriately qualified and registered IWE or IWT required by Annexure A: Technical Specification.

6. The requirements in paragraph 5 are qualification requirements and do not prescribe a fixed number of personnel. The Contractor provides sufficient qualified personnel to cover the active work fronts, working hours and shifts required by the relevant Task Order and accepted Task Order programme.
7. Heat-treatment activities are performed and continuously attended by suitably qualified and competent heat-treatment technicians or operators.
8. Where heat treatment is performed by a Subcontractor, the Contractor ensures that the Subcontractor provides suitably qualified technicians or operators and remains responsible for the heat-treatment work, supervision, records and compliance with the contract.
9. The Contractor provides suitably competent personnel for the roles and activities required by each Task Order, including, where applicable:
 - a. work-front and shift supervision;
 - b. health and safety management and supervision;
 - c. welding coordination and technical control;
 - d. welding supervision;
 - e. welding quality control and inspection;
 - f. qualified welders and welding operators;
 - g. qualified boilermakers and mechanical artisans;
 - h. competent semi-skilled labour;
 - i. machinists and personnel performing dimensional restoration;
 - j. grinding, blending, polishing and profiling personnel;
 - k. heat-treatment technicians or operators;
 - l. rigging, lifting, handling and component-movement personnel;
 - m. coating, corrosion-protection, pickling and passivation personnel;
 - n. document control and Databook compilation personnel; and
 - o. Subcontractor supervision and coordination.
10. The listing of roles and activities in this section does not prescribe a fixed headcount or resource model unless a minimum resource requirement is expressly stated in:
 - a. the relevant Task Order;
 - b. the accepted QCP;
 - c. applicable law; or
 - d. the Employer's safety, quality, access or operational requirements.
11. Before deploying personnel for the relevant work, the Contractor submits the required evidence of competency. Evidence includes, where applicable:
 - a. curriculum vitae;
 - b. identity documents;
 - c. trade-test certificates;
 - d. academic certificates;
 - e. welding and welding-operator qualifications;
 - f. SAIW inspection qualifications;
 - g. IWE or IWT qualifications and registration;

- h. heat-treatment competency records;
 - i. machining competency and experience records;
 - j. lifting, rigging and Equipment-operation authorisations;
 - k. medical-fitness certificates;
 - l. statutory and safety appointment letters;
 - m. induction and task-briefing records; and
 - n. evidence of experience with comparable work.
12. The Contractor maintains the personnel and competency register required by Section 2.3 and ensures that qualifications, certificates, registrations, appointments and medical-fitness records remain valid for the period during which the person performs the applicable role.
13. The Contractor does not permit a person to perform safety-critical, quality-critical or specialist work unless the required competency evidence is available and has been accepted where acceptance is required by the contract.
14. The Employer may audit the Contractor's and Subcontractors' personnel qualifications, competency records, appointments and authorisations at reasonable times.
15. The Contractor provides the records and reasonable assistance required for an audit and promptly corrects any identified deficiency.
16. The Contractor maintains continuity of the required key skills during all instructed working periods, including extended working hours, weekends, public holidays and shifts.
17. The Contractor's personnel arrangements maintain effective:
- a. management and supervision;
 - b. health and safety control;
 - c. welding coordination;
 - d. quality control and inspection readiness;
 - e. NDT coordination;
 - f. heat-treatment supervision;
 - g. shift handover; and
 - h. records preparation and control.
18. The Contractor manages attendance, fatigue, labour relations, discipline, conduct and shift handover so that its personnel do not disrupt the Employer's operations, outage programme, safety requirements, quality requirements or the activities of Others.
19. Where foreign nationals are employed, the Contractor ensures that they hold valid work authorisation, permits and other documentation required by applicable law before mobilisation to the Affected Property.
20. The Contractor removes from the Affected Property any person whose conduct, competence, fitness, qualification, authorisation status or failure to comply with the Employer's requirements creates an unacceptable risk to safety, quality, security, the environment, the programme, the Affected Property or the work of Others.

21. Removal or replacement of a person does not relieve the Contractor of its obligation to maintain sufficient competent personnel, comply with the accepted Task Order programme or achieve Task Completion.
22. The Contractor is responsible for the competence, conduct, supervision and compliance of Subcontractor personnel as if they were the Contractor's own personnel.

4.1.2. BBEE and preference scheme

1. Tender returnables and preference point documentation required for procurement evaluation are not included in this Service Information.
2. The *Contractor* complies with the B-BBEE requirements stated in the procurement documents, Contract Data and additional conditions of contract. Any change in the *Contractor's* B-BBEE status is managed in accordance with the additional conditions of contract.

4.1.3. SDL&I Penalty and Performance Security

1. For the duration of the contract, Employer will retain 1.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations by the Contractor.
2. The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
3. Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
4. Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
5. Employer will apply a penalty of 1.5% of the Contract Value for failure to meet SDL&I obligations.

4.2. Subcontracting

4.2.1. Preferred Subcontractors

No other preferred or mandated Subcontractors apply unless stated in the Contract Data.

4.2.2. Limitations on subcontracting

The *Contractor* must use the NEC system when subcontracting

4.2.3. Proposed Subcontractors and subcontracted work

1. The Contractor submits the name of each proposed Subcontractor to the Service Manager for acceptance before appointing the Subcontractor or allowing the Subcontractor to perform any part of the service.
2. The Contractor's submission for a proposed Subcontractor includes, as applicable:
 - a. the Subcontractor's name, registration details, physical address and contact details;
 - b. a clear description of the work to be subcontracted;
 - c. whether the work is performed on the Affected Property or at an off-site facility;
 - d. relevant experience with comparable work;

- e. proposed key personnel, supervision arrangements, qualifications, certifications and competency records;
 - f. current ISO 3834-2 certification and the required Employer approval where the Subcontractor performs welding work;
 - g. welding, general machining, grinding, blending, polishing, profiling or other specialist capability relevant to the subcontracted work;
 - h. heat-treatment capability, including suitably qualified technicians or operators, suitable Equipment, calibration records and supervision arrangements where heat treatment is subcontracted;
 - i. health, safety and environmental arrangements;
 - j. quality-control arrangements, including the Subcontractor's input into the applicable QCP, intervention points, inspection records, traceability requirements and Databook records;
 - k. details of the off-site facility where off-site work is proposed;
 - l. details of the Equipment, tools, measuring instruments and calibrated Equipment required for the subcontracted work;
 - m. arrangements for access by the Employer, Service Manager, Employer quality representatives, independent AIA and other authorised representatives for inspection, witnessing, review and audit;
 - n. arrangements for transport, handling, protection and traceability of components, Plant and Materials;
 - o. the proposed timing of the subcontracted work and its interface with the accepted Task Order programme; and
 - p. any other information required by this Service Information, Annexure A: Technical Specification, the relevant Task Order or the Service Manager to assess the proposed Subcontractor.
3. The Contractor does not appoint or use a proposed Subcontractor until the required acceptance has been given.
4. The Contractor notifies the Service Manager and obtains the required acceptance before:
- a. replacing an accepted Subcontractor;
 - b. materially changing the scope of work allocated to an accepted Subcontractor;
 - c. changing the off-site facility used for the subcontracted work; or
 - d. transferring subcontracted work to another person or organisation.
5. The Contractor ensures that the Subcontractor performs the subcontracted work in accordance with:
- a. this Service Information;
 - b. Annexure A: Technical Specification;
 - c. the relevant Task Order;
 - d. the accepted QCP;
 - e. accepted procedures;
 - f. applicable drawings and standards; and
 - g. applicable law.

6. The Contractor manages and supervises each Subcontractor and ensures that Subcontractor work is incorporated into the Contractor's planning, progress reporting, inspection, testing, traceability, Defect correction and close-out arrangements.
7. The Contractor reviews and verifies Subcontractor records before incorporating them into the applicable Work pack and Task Order Databook.
8. Acceptance of a proposed Subcontractor does not relieve the Contractor of any obligation, liability or responsibility under the contract.

4.3. Plant and Materials

4.3.1. Specifications

1. The *Contractor* ensures that all Plant and Materials, consumables, welding consumables, filler materials, supplied replacement materials, coatings, chemicals, temporary materials and items intended to be incorporated into or used on the Affected Property comply with this Service Information, Annexure A: Technical Specification, the applicable drawings, the accepted QCP, the accepted WPS, the accepted WPQR, accepted method statements where required, applicable law and the Task Order.
2. The Contractor obtains and uses the latest revision of the applicable standards, codes and specifications in force at the date of the relevant Task Order, unless otherwise stated in the Service Information, Annexure A: Technical Specification or the Task Order.
3. The *Employer* makes available, where required, *Employer*-specific standards and procedures for the *Contractor* to Provide the Service. The *Contractor* uses *Employer*-specific standards and procedures only for the purposes of the contract and complies with the confidentiality and document control requirements applicable to those documents.
4. Where Annexure A: Technical Specification, a drawing, standard, accepted procedure or Task Order specifies a material grade, consumable, filler material, coating, chemical, certificate, inspection requirement or acceptance criterion, the *Contractor* complies with that requirement unless the *Service Manager* accepts a concession or instructs a change in accordance with the contract.

4.3.2. Supply and control of Plant and Materials

1. The *Contractor* supplies all Plant, Materials, consumables, tools, temporary works, specialised equipment, measuring equipment and associated services required to Provide the Service, except where this Service Information or the Task Order states that the *Employer* provides an item or service.
2. The Contractor's supply includes, where applicable:
 - a. welding consumables, filler materials, gases, rods, wires and electrodes;
 - b. grinding, cutting, polishing, profiling and cleaning consumables;
 - c. insulation materials, thermocouples, heating pads and heat-treatment consumables;
 - d. machining tools, cutters, measuring instruments, gauges and templates;
 - e. corrosion-protection materials, coatings, pickling and passivation products;
 - f. bolts, plates, temporary supports, jigs, fixtures and temporary materials required for the service;

- g. packaging, protection and preservation materials for components removed from or returned to the Affected Property; and
 - h. replacement materials required by the Task Order or an accepted repair procedure, except where the Task Order states that the Employer provides the material.
- 3. The *Contractor* ensures that all Plant and Materials supplied by the *Contractor* are:
 - a. suitable for the intended application and work environment;
 - b. compatible with the parent material, component, welding procedure, machining requirement, heat treatment requirement and corrosion protection requirement;
 - c. traceable where traceability is required;
 - d. supported by the required material certificates, inspection certificates, calibration certificates, safety data sheets and product data sheets;
 - e. stored, handled, dried, preserved and issued in accordance with manufacturer requirements, applicable standards, Annexure A: Technical Specification and the accepted QCP;
 - f. protected from contamination, deterioration, damage, mixing, incorrect issue or unauthorised use; and
 - g. Included in the applicable inspection records and databook.
- 4. The Contractor maintains material and consumable control records for each Task Order and retains those records for inclusion in the applicable databook and contract records. These records identify the material or consumable, certificate reference, batch or heat number (where applicable), storage location, issue date, work area, weld number or component reference (where applicable), and the person responsible for issue or control.
- 5. Where the Employer provides access to services, Equipment, drawings, information, NDT services, crane access, site facilities or any other Employer-provided thing, the Contractor plans and coordinates its requirements in accordance with the Accepted Plan and the accepted Task Order programme.

Provision of an Employer-provided thing does not reduce the Contractor's responsibility for Providing the Service. Any failure or delay by the Employer in providing a required thing is notified and managed in accordance with the conditions of contract

4.3.3. Contractor's procurement of Plant and Materials

- 1. The *Contractor* submits material certificates, consumable certificates and product data sheets required by Annexure A: Technical Specification, the accepted QCP, the accepted WPS, and the accepted method statement or Task Order before the relevant material, consumable or product is used.
- 2. Material certificates for supplied metallic materials and welding consumables are EN 10204 type 3.1 certificates unless Annexure A: Technical Specification, the accepted QCP, the accepted WPS or the Task Order requires a different certificate.
- 3. Heat numbers, batch numbers, or other traceability markings are maintained and remain visible until the required witnessing, inspection, or record has been completed. Where markings must be

- removed during the work, the *Contractor* transfers the identification in a controlled and traceable manner before removal.
4. The *Contractor* does not use unverified, uncertified, incorrectly identified, damaged, contaminated, expired or unsuitable material, consumable, coating, chemical or product on the Affected Property.
 5. Where Plant and Materials, welding consumables, filler materials, gases, specialist services or third-party services required for a Task Order are not included in an applicable tendered rate and are to be priced using a cost-plus item in the Price List, the Contractor obtains the Service Manager's acceptance of the proposed procurement before committing the cost, except where immediate procurement is required and prior acceptance is impracticable due to an instructed urgent Task.
 6. Before procurement, the Contractor submits, as applicable:
 - a. a description and quantity of the Plant and Materials or service required;
 - b. the applicable Task Order reference;
 - c. the supplier's or Subcontractor's quotation;
 - d. technical and product information necessary to establish suitability;
 - e. delivery or lead-time information;
 - f. applicable discounts, rebates and credits;
 - g. warranty information; and
 - h. the applicable cost-plus Price List item and tendered mark-up percentage.
 7. The amount used as the cost basis for a cost-plus item is the accepted net amount payable to the supplier, Subcontractor or third-party service provider, excluding VAT and after deduction of all discounts, rebates, credits and similar benefits.
 8. Following procurement, the Contractor provides the Service Manager with the supplier's or Subcontractor's invoice, purchase order, delivery note or evidence of the service provided and such proof of cost or payment as is reasonably required to verify the amount claimed.
 9. The applicable tendered percentage in Bill 9 of the Price List is applied only to the accepted net cost. No additional fee, administration charge, procurement charge, handling charge or other mark-up is added to the same cost.
 10. A cost-plus item is not used to recover a cost already included in another tendered Price List rate. Labour, Equipment, travel, accommodation, supervision or other resources separately payable under another Price List item are not included again in the cost-plus calculation.
 11. The Contractor does not procure quantities materially greater than those required for the relevant Task Order without prior acceptance by the Service Manager.
 12. Acceptance of a proposed procurement does not constitute acceptance of the Plant and Materials or service as complying with the technical, quality or acceptance requirements of the contract.

4.3.4. Tests and inspections before delivery

1. Plant and Materials, components, repaired items, machined items, fabricated items, coated items or other items prepared off-site for delivery or return to the Affected Property are inspected and tested before delivery where required by this Service Information, Annexure A: Technical Specification, the accepted QCP, accepted procedures, applicable law or the Task Order.
2. Before delivery to the Affected Property, the *Contractor* ensures that, where applicable:

- i. The item complies with this Service Information, Annexure A: Technical Specification, the accepted repair procedure, applicable drawings and the Task Order;
 - j. Required visual inspections have been completed and recorded.
 - k. Required dimensional inspections and measurements have been completed and recorded.
 - l. Required material verification, PMI and certification have been completed and are available for review.
 - m. Required NDT has been completed, and the reports are available.
 - n. Required heat treatment and associated records have been completed.
 - o. required machining and other specialist inspection and measurement records have been completed;
 - p. coating, corrosion protection, pickling or passivation records have been completed where applicable;
 - q. the item is clearly identified and traceable to the relevant Task Order, component, weld map, inspection records, certificates and databook; and
 - r. The item is protected, packed and transported in a manner that prevents damage, contamination, corrosion or loss of traceability.
3. The *Contractor* does not deliver an item to the Affected Property where pre-delivery inspection or testing is required until the required inspection, testing, and records have been completed and the *Service Manager* has notified the *Contractor* that the item has passed the required test or inspection.
 4. Where the *Employer* is required to witness an off-site inspection or test, the *Contractor* gives the notice stated in the accepted QCP or Task Order and provides access, facilities, records and support required for the inspection or test.

4.3.5. Correction of Defects and Non-conforming Plant and Material

1. The *Contractor* promptly notifies the *Service Manager* of any Defect, unacceptable indication, non-conforming material, incorrect consumable, failed inspection, failed test, damaged component, missing certificate, traceability failure or other quality concern identified in Plant and Materials supplied, repaired, machined, fabricated, coated or handled by the *Contractor* or a *Subcontractor*.
2. The *Contractor* does not incorporate or use non-conforming Plant and Materials unless the *Service Manager* has accepted the non-conformance through the applicable concession, Defect acceptance or instruction process under the contract.
3. Unacceptable indications or Defects identified in the Contractor's welding, machining, heat treatment, grinding, blending, polishing, profiling, coating, corrosion protection, pickling, passivation, handling or other work are corrected by the Contractor in accordance with an accepted repair procedure and the contract.
4. The *Contractor* records Defects, non-conformances, concessions, corrective actions, repeat inspections and repeat tests in the applicable Task Order records and Databook.

4.3.6. Plant & Materials provided by the Employer

1. The *Employer* provides only the Plant and Materials expressly stated in this Service Information, Annexure A: Technical Specification or the Task Order as being provided by the *Employer*.

2. The *Contractor* inspects *Employer*-provided Plant and Materials on receipt or when made available and promptly notifies the *Service Manager* of any shortage, damage, defect, missing certificate, incorrect item, traceability issue or unsuitability which may affect Providing the Service.
3. The *Contractor* is responsible for the safe handling, storage, protection, preservation and use of *Employer*-provided Plant and Materials after they have been made available to the *Contractor*, except to the extent that the contract states otherwise.
4. The *Contractor* does not use *Employer*-provided Plant and Materials for any purpose other than Providing the Service.

4.3.7. Cataloguing requirements by the Contractor

There are no cataloguing requirements unless stated in a Task Order.

5. Working on the Affected Property

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

1. The *Contractor* must comply with the *Employer's* site access, security and identification requirements applicable at Gariep Hydroelectric Power Station.
2. All Contractor and Subcontractor personnel:
 - a. complete the required site access registration and induction before entering the Affected Property;
 - b. carry valid identification and any required access permit while on the Affected Property;
 - c. comply with the *Employer's* security screening, access-control, sign-in and sign-out requirements;
 - d. enter and leave the Affected Property only through the designated access points and during authorised access periods;
 - e. remain within authorised work areas and access routes; and
 - f. do not start work until the applicable permits, isolations, clearances and authorisations have been issued in accordance with the *Employer's* permit-to-work system.
3. The Contractor complies with the *Employer's* site regulations, including the following:
 - a. the use of designated roads, parking areas, walkways and access routes;
 - b. applicable traffic-management requirements, speed limits and restrictions on access to operational or restricted areas;
 - c. barricading, demarcation, signage and housekeeping requirements;
 - d. security screening of Contractor's Equipment, tools, Plant and Materials before they are brought onto or removed from the Affected Property;
 - e. preparation and maintenance of an Equipment and tool register identifying items brought onto and removed from the Affected Property;
 - f. compliance with the *Employer's* removal-permit and security-clearance procedures;
 - g. provision by the Contractor of the vehicles and transport required for its personnel, Equipment, tools and materials, unless a Task Order expressly states otherwise;
 - h. use of vehicles within operational or restricted areas only where authorised by the *Employer* and in accordance with the *Employer's* access and traffic procedures;

- i. prohibition on transporting passengers on the open load-carrying area of an LDV, truck or similar vehicle;
- j. verification by the Contractor of its temporary electrical-supply and extension-lead requirements before mobilisation;
- k. provision by the Contractor of suitable plugs, extension leads, temporary distribution equipment, adapters and electrical-protection devices required to connect to the designated Employer-provided 380 V or 220 V supply points; and
- l. inspection and maintenance of the Contractor's electrical Equipment in a safe and serviceable condition. Unsafe, defective or non-compliant electrical Equipment is immediately removed from service.

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

1. Work on the Affected Property is performed during the working hours, outage windows, access periods and shift arrangements stated in the accepted Task Order programme, the Task Order, the *Employer's* site requirements, or as otherwise accepted by the *Service Manager*.
2. The *Contractor* provides sufficient competent personnel to support the required working hours for each Task Order, including extended hours, weekend work, public holiday work, or double-shift arrangements, as required by the Task Order or the accepted Task Order programme.
3. The *Contractor* does not change working hours, shift arrangements or work fronts in a way that affects access, safety, *Employer* operations, inspections, NDT, outage interfaces, the accepted Task Order programme or the work of Others without notifying the *Service Manager* and obtaining the required acceptance or authorisation.
4. The *Contractor* manages fatigue and supervision continuity for all extended working hours and shift work. The *Contractor's* arrangements include:
 - a. sufficient supervision for each active shift;
 - b. recorded shift handovers;
 - c. control of maximum working hours and rest periods in accordance with applicable law and the accepted safety file;
 - d. confirmation that safety-critical, quality-critical and specialist personnel remain fit for duty;
 - e. continuity of quality control, inspection readiness and record keeping; and
 - f. Clear identification of responsible persons for each work front and shift.
5. The *Contractor* maintains daily attendance records for all *Contractor* and Sub*Contractor* personnel on the Affected Property. Attendance records include, as a minimum:
 - a. person's full name;
 - b. *Employer* or company;
 - c. role or trade;
 - d. date;
 - e. time of entry and exit;
 - f. shift worked;
 - g. work area or activity;
 - h. Task Order reference number; and

- i. name of the *Contractor's* supervisor responsible for the person.
6. The *Contractor* submits attendance records to the *Service Manager* upon request and includes relevant attendance and shift records with payment or compensation event substantiation, as required.
7. The *Contractor* ensures that all personnel comply with the *Employer's* site rules, security requirements, permit-to-work requirements, safety rules, environmental requirements, conduct requirements and reasonable instructions relating to the Affected Property.
8. The *Contractor* ensures that personnel:
 - a. remain within authorised work areas and access routes;
 - b. do not interfere with *Employer* operations or the work of Others;
 - c. Do not operate *Employer* equipment unless authorised;
 - d. do not take photographs, video recordings or images of the Affected Property unless permitted in accordance with the contract;
 - e. do not bring unauthorised equipment, substances, alcohol, drugs, weapons or prohibited items onto the Affected Property;
 - f. maintain good housekeeping in work areas, laydown areas and welfare areas;
 - g. use the required PPE and task-specific protective equipment; and
 - h. Behave professionally and safely at all times.
9. The *Contractor* immediately removes from the Affected Property any person who:
 - a. does not comply with access, safety, security, environmental or conduct requirements;
 - b. is not competent, authorised or fit for the work being performed;
 - c. creates an unacceptable safety, quality, environmental, security or programme risk;
 - d. interferes with the *Employer*, Others or the Affected Property; or
 - e. is required to be removed following an instruction issued by the *Service Manager* in accordance with the conditions of contract.
10. Removal of a person does not relieve the *Contractor* of its obligation to Provide the Service, maintain adequate resources, comply with the accepted Task Order programme, or achieve Task Completion.

5.3. Health and safety facilities on the Affected Property

1. The *Employer* does not provide dedicated health and safety facilities for the *Contractor*, except for general site facilities expressly stated elsewhere in this Service Information or in a Task Order.
2. The *Contractor* provides, maintains, and removes the health and safety facilities, equipment, and controls required for the *Contractor* and its Subcontractors to Provide the Service safely and in accordance with the accepted safety file, risk assessments, method statements, permits, and applicable law.
3. The *Contractor* provides, where applicable to the Task Order and the work area:
 - a. task-specific barricading, demarcation, signage and access control for work fronts;
 - b. fire prevention and fire watch arrangements for hot work;
 - c. suitable fire extinguishers and fire control equipment for the activities being performed;
 - d. First aid arrangements required for the *Contractor's* personnel and Subcontractors;

- e. ventilation, extraction or fume control required for welding, grinding, cutting, chemical use or restricted access work areas;
 - f. lighting required for safe execution of the *Contractor's* work, where existing *Employer* lighting is not sufficient;
 - g. spill kits and containment measures for oils, chemicals, hazardous substances, pickling and passivation products, coatings and other materials used by the *Contractor*;
 - h. safe storage arrangements for hazardous substances, chemicals, welding consumables, gas cylinders, tools and equipment;
 - i. temporary access, platforms, steps, ladders or work positioning arrangements required for the *Contractor's* activities; and
 - j. Welfare arrangements for the *Contractor's* personnel where required and not provided by the *Employer*.
4. The *Contractor* locates health and safety facilities only in areas accepted by the *Employer* and ensures that they do not obstruct access routes, emergency routes, plant operations, inspections, NDT activities, lifting operations or the work of Others.
5. The *Contractor* inspects and maintains its health and safety facilities and controls for the duration of the relevant Task Order. Defective, unsafe or non-compliant facilities or equipment are removed from service immediately.
6. The *Contractor* removes temporary health and safety facilities and reinstates affected areas when they are no longer required, unless the *Service Manager* instructs otherwise.

5.4. Environmental controls, fauna & flora

- 1. The *Contractor* complies with the environmental controls stated in this Service Information, the accepted safety file, the accepted Task Order risk assessments, the *Employer's* environmental requirements and the Task Order.
- 2. The *Contractor* confines its activities, personnel, vehicles, Equipment, tools, materials, laydown areas and waste to the work areas, access routes and storage areas accepted by the *Employer*.
- 3. The *Contractor* does not disturb, damage, remove, cut, collect, feed, handle or interfere with fauna, flora, vegetation, soil, rock features, watercourses, drainage areas or natural habitats unless authorised by the *Employer* and required for Providing the Service.
- 4. The *Contractor* immediately reports to the *Employer* any injured fauna, disturbed habitat, damaged vegetation, environmental incident, spill, contamination, unauthorised discharge or environmental risk identified during the service.
- 5. The *Contractor* ensures that its personnel and Subcontractors:
 - a. use only designated roads, parking areas, laydown areas and walkways;
 - b. Do not enter environmentally restricted areas unless authorised;
 - c. Do not dispose of waste, chemicals, oils, consumables, grinding residue, swarf or contaminated water outside approved disposal points;
 - d. Do not wash tools, containers, brushes, coating equipment or chemical equipment in drains, waterways, soil areas or unauthorised areas;
 - e. keep work areas clean and free from loose waste, scrap, consumables and packaging;

- f. protect drains, watercourses and sensitive areas from contamination; and
 - g. Comply with the *Employer's* environmental incident reporting and spill response requirements.
6. Where the *Contractor's* work may affect fauna, flora, water, soil, drainage, vegetation or environmentally sensitive areas, the *Contractor* identifies the risk in the relevant risk assessment and implements controls before the work starts.
7. The *Contractor* reinstates environmentally affected work areas, laydown areas, and access areas used by the *Contractor* to a clean and safe condition upon completion of the relevant Task Order, unless the *Service Manager* instructs otherwise.

5.5. Cooperating with and obtaining acceptance of Others

1. The *Contractor* co-operates with the *Employer*, the *Service Manager* and Others working on or affecting the Affected Property.
2. Others may include, without limitation:
 - a. the *Employer's* operations personnel;
 - b. the *Employer's* maintenance personnel;
 - c. the *Employer's* outage management personnel;
 - d. The *Employer's* appointed NDT service provider;
 - e. *Employer*-appointed inspection or testing service providers;
 - f. civil, mechanical, electrical, rigging, crane, scaffolding, coating, cleaning or other *Contractors* working during outage periods;
 - g. statutory inspectors, authorised inspection authorities and regulatory representatives; and
 - h. Any other person or organisation identified by the *Service Manager* as requiring coordination with the *Contractor*.
3. The *Contractor* coordinates its activities with Others to avoid delays, unsafe work, damage, obstruction, rework, access conflicts, inspection delays, NDT delays, outage disruptions, or interference with the work of Others.
4. The *Contractor's* coordination with Others includes, where applicable:
 - a. access to work fronts and shared work areas;
 - b. permits, isolations and outage sequencing;
 - c. lifting, rigging, component movement and crane use;
 - d. temporary works, scaffolding, platforms, jigs, fixtures, machining Equipment and other specialised Equipment;
 - e. welding, machining, grinding, heat treatment and hot work interfaces;
 - f. NDT readiness and access for the *Employer's* appointed NDT service provider;
 - g. hold points, witness points, inspections and acceptance records;
 - h. environmental controls, waste removal and housekeeping;
 - i. safe storage of tools, Equipment, materials and consumables;
 - j. reinstatement and removal of temporary works; and
 - k. Protection of completed or partially completed work.
5. The *Contractor* includes known interfaces with Others in the *Contractor's* plan and the applicable Task Order programme. The *Contractor* promptly notifies the *Service Manager* of any interface with

- Others that may affect safety, quality, access, progress, NDT readiness, Task Completion or the Accepted Plan.
6. The *Contractor* provides Others with information reasonably required for the coordination of the service, provided that such information may be disclosed under the contract and in accordance with the *Employer's* confidentiality requirements.
 7. The *Contractor* obtains approvals, permits, clearances, releases or confirmations from Others where required by applicable law, the *Employer's* procedures, the Task Order, the accepted QCP or the accepted Task Order programme.
 8. The Contractor does not rely on an instruction, direction, comment, approval, agreement, acceptance or request from Others as changing the Service Information, a Task Order, the Accepted Plan, the accepted Task Order programme, the Prices or a Task Completion Date.
Any change is effective only when made by the Service Manager in accordance with the conditions of contract..
 9. The *Contractor* does not obstruct, damage, interfere with or use the work, equipment, tools, temporary works, materials, facilities or access routes of Others unless authorised by the *Service Manager* or the relevant authorised person.
 10. Where the *Contractor* causes delay, damage, obstruction, rework, unsafe conditions or interference affecting the *Employer* or Others, the *Contractor* promptly takes corrective action and provides the necessary records to the *Service Manager*.

5.6. Records of Contractor's Equipment

1. The *Contractor* maintains a current register of all *Contractor's* Equipment brought onto, used on, stored on, or removed from the Affected Property.
2. The register includes, as a minimum:
 - a. a description of the Equipment;
 - b. the owner of the Equipment, including whether it is owned by the Contractor or a Subcontractor, or is hired or leased;
 - c. the serial number, asset number or other unique identification number, where applicable;
 - d. the quantity;
 - e. the intended use;
 - f. the applicable Task Order reference number;
 - g. the work area or storage location;
 - h. the date brought onto the Affected Property;
 - i. the inspection, test, certification or calibration status, where applicable;
 - j. the date removed from the Affected Property; and
 - k. the removal-permit or security-clearance reference, where applicable.
3. The *Contractor* submits the Equipment register to the *Service Manager* before mobilisation for each Task Order and updates it as Equipment is brought onto or removed from the Affected Property.
4. The *Contractor* ensures that all *Contractor's* Equipment is clearly identifiable, safe, suitable for the intended use, maintained in serviceable condition, and supported by valid inspection, test, certification or calibration records where required.

5. The *Contractor* keeps inspection, test, certification and calibration records for *Contractor's* Equipment available for review by the *Service Manager*. Equipment requiring calibration or certification is not used where the required calibration or certification has expired, is missing, or is not suitable for the activity being performed.
6. The *Contractor* ensures that all *Contractor's* Equipment, tools, temporary works, jigs, fixtures, machining Equipment, welding Equipment, heat-treatment Equipment, lifting aids, measuring and monitoring Equipment, storage containers and temporary facilities are subject to the *Employer's* access, security-screening and removal-permit procedures.
7. The *Contractor* does not remove *Contractor's* Equipment from the Affected Property unless the *Employer's* security and removal permit requirements have been satisfied.
8. The *Contractor* stores *Contractor's* Equipment only in areas accepted by the *Employer* and ensures that stored Equipment does not obstruct access routes, emergency routes, operational areas, inspection areas, NDT activities, lifting operations or the work of Others.
9. The *Contractor* immediately removes from service any *Contractor's* Equipment that is unsafe, defective, uncertified, out of calibration, unsuitable, damaged, leaking, contaminated, or otherwise non-compliant with this Service Information, the accepted safety file, the accepted QCP, Annexure A: Technical Specification or the Task Order.
10. The *Contractor* removes all *Contractor's* Equipment from the Affected Property upon completion of the relevant Task Order, unless the *Service Manager* accepts that it may remain for a further Task Order or instructs otherwise.
11. The *Contractor* remains responsible for loss of, damage to, maintenance of, security of and safe use of *Contractor's* Equipment while it is on the Affected Property.

5.7. Equipment provided by the Employer

1. The *Employer* provides only the equipment, facilities, services, access and support expressly stated in this Service Information, Annexure A: Technical Specification or a Task Order.
2. The *Employer* may make the following Equipment available to the *Contractor*, subject to operational availability, access constraints, *Employer* authorisation and the *Employer's* operating procedures:
 - a. the overhead crane in the power station machine hall; and
 - b. any other *Employer*-owned Equipment expressly identified in the relevant Task Order.Fixed lifting facilities forming part of the Affected Property are available to the *Contractor* only where their use is expressly identified or authorised for the relevant Task Order.
3. The *Contractor* makes the necessary arrangements with the *Employer's* authorised representative before using *Employer*-provided equipment, facilities or services. The *Contractor* includes the required dates, durations, work areas and interface requirements for *Employer*-provided equipment, facilities and services in the Accepted Plan or accepted Task Order programme.
4. The *Contractor* does not use *Employer*-provided Equipment unless:
 - a. its use has been authorised by the *Employer*;
 - b. the relevant permits, isolations and safety controls are in place;
 - c. the Equipment is used only for the authorised purpose;
 - d. the Equipment is operated only by competent and authorised persons;

- e. the Contractor complies with the Employer's safety, lifting, operating and access procedures; and
 - f. the use does not interfere with the Employer's operations or the work of Others.
5. The *Contractor* does not overload, misuse, modify, damage, interfere with, repair or adjust *Employer*-provided equipment unless instructed or authorised by the *Employer*.
6. The *Contractor* immediately notifies the *Service Manager* and the *Employer's* authorised representative of any damage, malfunction, abnormal operation, unsafe condition, defect or incident involving *Employer*-provided equipment or services.
7. The Contractor remains responsible for safely Providing the Service and for providing all Contractor's Equipment, tools, temporary works, measuring and monitoring Equipment, machining Equipment, welding Equipment, heat-treatment Equipment, consumables and other items required to Provide the Service, except where this Service Information or the relevant Task Order expressly states that the Employer provides an item.
8. Where a Task Order expressly states that *Employer*-provided equipment, facilities or services are to be provided at a stated time and the *Contractor* has shown the requirement in the accepted Task Order programme, failure by the *Employer* to provide them is managed in accordance with the conditions of contract.
9. The *Employer's* review, acceptance, authorisation or availability of *Employer*-provided equipment, facilities or services does not reduce the *Contractor's* responsibility for Providing the Service, correcting Defects, complying with the accepted QCP, achieving the Task Completion Date, or meeting the requirements of this Service Information and Annexure A: Technical Specification.

5.8. Site services and facilities

5.8.1. Provided by the Employer

1. The Employer makes the following site services and facilities available to the Contractor, subject to operational availability, access constraints, the Employer's procedures and the requirements of the relevant Task Order:
- a. an area identified by the Employer for site establishment and storage; and
 - b. designated connection points for 380 V and 220 V electrical power.
2. The location, extent and conditions of use of the site-establishment and storage area are confirmed by the Employer before the Contractor establishes its facilities.
3. The Contractor uses the site-establishment and storage area only for Providing the Service and:
- a. keeps the area clean, secure and orderly;
 - b. complies with the Employer's access, security, environmental and fire-prevention requirements;
 - c. safely stores Equipment, tools, consumables, gases, chemicals and Plant and Materials;
 - d. does not obstruct operational areas, access routes, emergency routes, drainage systems, lifting activities or the work of Others; and
 - e. removes its facilities, Equipment, unused materials and waste and reinstates the area when it is no longer required.

4. The Contractor connects to Employer-provided electrical power only at connection points identified and authorised by the Employer and after obtaining the required permission, permit, isolation, inspection or authorisation.
5. The Contractor provides all temporary electrical distribution Equipment, extension leads, cables, suitable plugs, adapters, protection devices, temporary distribution boards and other items required for the safe use of the Employer-provided electrical supply.
6. The Contractor ensures that its temporary electrical connections and Equipment are:
 - a. suitable for the available electrical supply and the intended work;
 - b. inspected and maintained in a safe and serviceable condition;
 - c. protected from damage, water, heat, chemicals, traffic, lifting activities and interference by Others;
 - d. compliant with the voltage restrictions stated in Annexure A: Technical Specification and this Service Information; and
 - e. removed when no longer required.
7. The Employer does not provide Contractor offices, workshops, storage containers, temporary distribution Equipment, extension leads, plugs, adapters, temporary lighting, compressed air, specialist ventilation or extraction, welding gases, consumables, tools, temporary access Equipment or welfare facilities unless expressly stated in the relevant Task Order.
8. Where a Task Order expressly states that the Employer provides an additional service or facility, the Contractor identifies the required date, duration, location and purpose in the accepted Task Order programme.
9. Failure or delay by the Employer in providing a service or facility expressly stated in the relevant Task Order and shown in the accepted Task Order programme is notified and managed in accordance with the conditions of contract

5.8.2. Provided by the Contractor

1. The *Contractor* provides all facilities, temporary services and support arrangements required to Provide the Service, except for those expressly stated as provided by the *Employer* in this Service Information or the relevant Task Order.
2. The *Contractor*-provided facilities include, where applicable:
 - a. temporary offices or workspaces for the *Contractor's* personnel;
 - b. storage containers or secure storage arrangements for tools, Equipment, consumables and records;
 - c. temporary workshops or preparation areas accepted by the *Employer*;
 - d. Temporary lighting is required for the *Contractor's* work where permanent lighting is insufficient.
 - e. temporary electrical distribution, extension leads, plugs, adapters and protection devices;
 - f. temporary ventilation, extraction or fume control required for welding, grinding, cutting, chemical use, restricted access or confined work areas;
 - g. temporary access equipment, platforms, ladders, barricading, demarcation and signage required for the *Contractor's* work;

- h. vehicles and transport required for the *Contractor's* personnel, tools, Equipment and materials;
 - i. secure storage for welding consumables, gases, chemicals, coatings, pickling and passivation materials and other hazardous substances; and
 - j. Any other temporary facility required to safely and effectively Provide the Service.
3. The *Contractor* locates temporary facilities only in areas accepted by the *Employer*. The *Contractor* ensures that temporary facilities do not obstruct access routes, emergency routes, operational areas, lifting activities, inspections, NDT activities, laydown areas, drainage systems or the work of Others.
4. The *Contractor* maintains temporary facilities in a safe, clean, secure and serviceable condition for the duration of their use.
5. The *Contractor* removes temporary facilities, temporary services, unused materials, waste and *Contractor's* Equipment upon completion of the relevant Task Order, unless the *Service Manager* accepts that they may remain for a further Task Order or instructs otherwise.
6. The *Contractor* reinstates areas affected by its temporary facilities and temporary services to a safe, clean and acceptable condition.

5.9. Control of noise, dust, water and waste

1. The *Contractor* controls noise, dust, fumes, smoke, water, waste, swarf, grinding residue, welding residue, blasting media, chemicals, oils, coatings, consumables and other by-products generated by the *Contractor's* activities.
2. The *Contractor* implements controls so that the *Contractor's* activities do not adversely affect the Affected Property, *Employer* operations, sensitive plant areas, drains, waterways, the environment, inspections, NDT activities, access routes, emergency routes or the work of Others.
3. The *Contractor* controls dust, fumes, smoke and airborne contaminants generated by welding, cutting, grinding, polishing, blasting, machining, heat treatment, coating, pickling, passivation, cleaning or material-handling activities. Controls include, where applicable:
- a. local containment;
 - b. extraction or ventilation;
 - c. dust suppression;
 - d. screens, covers or barriers;
 - e. housekeeping during and after the activity;
 - f. protection of sensitive Equipment and finished surfaces; and
 - g. removal of accumulated dust, swarf, residue and debris.
4. The *Contractor* controls noise generated by its activities and Equipment. Noise-generating activities are performed only during authorised working periods and in a manner that does not unreasonably interfere with *Employer* operations, safety communications, inspections, NDT activities or the work of Others.
5. The *Contractor* controls water used or generated by its activities. Water, slurry, contaminated water, wash water, cooling water or cleaning water is not discharged into drains, waterways, dam water, soil areas, plant systems or unauthorised areas.
6. The *Contractor* collects, segregates, stores and disposes of waste generated by its activities at disposal points accepted by the *Employer*. Waste includes, where applicable:

- a. scrap metal;
 - b. used welding consumables;
 - c. grinding discs, cutting discs and polishing consumables;
 - d. swarf and machining residue;
 - e. blasting media;
 - f. packaging;
 - g. used rags and absorbents;
 - h. coating materials and containers;
 - i. chemical containers;
 - j. used pickling and passivation materials;
 - k. insulation and heat treatment consumables; and
 - l. General refuse.
7. Hazardous waste, oils, chemicals, solvents, acids, coatings, contaminated absorbents, contaminated water and other controlled waste are identified, contained, labelled, stored, handled, transported and disposed of in accordance with applicable law, the Employer's environmental requirements, the applicable safety data sheets and the relevant Task Order.

5.10. Hook-ups to existing works

1. The Contractor does not connect to, modify, isolate, interfere with, attach to, load, use or hook up to existing plant, systems, services, structures, Equipment or utilities unless authorised in accordance with the Employer's applicable procedures and by the Employer's authorised representative.
2. Hook-ups to existing works include, where applicable:
 - a. temporary electrical connections;
 - b. temporary water connections;
 - c. temporary compressed air connections;
 - d. temporary lighting connections;
 - e. temporary ventilation or extraction arrangements;
 - f. welding power supply connections;
 - g. machining, welding and heat-treatment Equipment connections;
 - h. temporary earthing, bonding or electrical protection arrangements;
 - i. temporary supports, clamps, jigs, fixtures, bolting or tack-welding to existing plant or structures; and
 - j. Any other temporary connection, attachment or interface with the Affected Property.
3. The Contractor connects only at connection points identified and authorised by the Employer. Before making a hook-up, the Contractor verifies the suitability, condition, capacity, voltage, location and operating constraints of the connection point.
4. The *Contractor* provides all temporary distribution equipment, cables, extension leads, hoses, plugs, adapters, protection devices, supports, signage, barricading and other items required for safe connection and use.

5. The *Contractor* complies with the *Employer's* permit-to-work, isolation, lock-out, electrical safety, hot work, lifting, confined access, environmental and operational procedures before making or using any hook-up.
6. Temporary electrical hook-ups and electrically powered Equipment comply with the restrictions stated in Annexure A: Technical Specification and the *Employer's* electrical safety requirements. Within the unitised cylindrical steel liner enclosing the turbine, turbine pit and generator areas throughout all floor levels, the *Contractor* ensures that:
 - a. lighting and portable power tools operate at a maximum of 24 V DC and are battery operated where practicable;
 - b. handheld lamps operate at a maximum of 12 V DC;
 - c. portable Equipment operating at 230 V AC or 400 V AC does not enter the restricted conductive area;
 - d. any power source used to convert 230 V AC to the permitted voltage is positioned outside the restricted conductive area;
 - e. the voltage applicable during welding is confirmed by the *Contractor* and is preferably below 60 V DC for open-circuit, welding and idle voltage;
 - f. welding machines are fitted with a functional voltage-reduction device where required to control open-circuit voltage;
 - g. PWHT power Equipment is positioned outside the restricted conductive area, with only the required leads and heating connections entering the area;
 - h. access to the affected area and component is controlled while PWHT is in progress;
 - i. the output of PWHT Equipment is earthed and protected by a residual current device;
 - j. heating-pad cables are double insulated; and
 - k. all electrical Equipment and machinery comply with applicable electrical-machinery requirements relating to design, construction and earthing.Before using the applicable Equipment, the *Contractor* submits the power-supply and electrical-setup details required by Annexure A: Technical Specification, including the voltage and current distribution, Equipment capabilities, output voltage and whether the output is AC or DC, for the *Employer's* review and acceptance.
7. The *Contractor* ensures that temporary hook-ups are protected from mechanical damage, heat, water, chemicals, traffic, lifting operations, sharp edges, trip hazards and interference by Others.
8. The *Contractor* inspects temporary hook-ups before use and at suitable intervals during use. Any unsafe, defective, overloaded, leaking, damaged, non-compliant or unauthorised hook-up is immediately isolated and removed from service.
9. The *Contractor* does not leave temporary hook-ups unattended in an unsafe condition. Temporary hook-ups that are not in use are isolated, made safe, and secured.
10. The *Contractor* removes temporary hook-ups when they are no longer required or when instructed by the *Service Manager*. The *Contractor* reinstates existing plant, systems, services, structures, equipment and utilities to a safe and acceptable condition after removal, unless the *Service Manager* instructs otherwise.

11. The *Contractor* promptly notifies the *Service Manager* of any damage, abnormal condition, capacity limitation, unsafe condition, or operational concern identified at a hook-up or connection point.
12. Authorisation to make or use a hook-up does not relieve the *Contractor* of responsibility for Providing the Service safely, preventing damage, complying with the contract, correcting Defects, or reinstating the affected existing works.

5.11. Tests and inspections

5.11.1. Description of tests and inspections

1. The *Contractor* performs the inspections, measurements, checks, and tests required by this Service Information, Annexure A: Technical Specification, the accepted QCP, the accepted WPS, the accepted method statements, where required, applicable law, and the Task Order.
2. The *Contractor* performs and records visual inspections, dimensional inspections, and other *Contractor* inspections before commencement, during execution, and upon completion of the relevant work, as required by the accepted QCP or Task Order.
3. The *Contractor's* inspections include, where applicable:
 - a. as-found inspection;
 - b. fit-up inspection;
 - c. weld preparation inspection;
 - d. PMI and material verification;
 - e. welding consumable verification and traceability;
 - f. preheat and interpass temperature checks;
 - g. heat treatment checks and review of heat treatment records;
 - h. machining and dimensional measurements;
 - i. surface finish verification;
 - j. alignment, concentricity, taper, run-out and profile checks;
 - k. corrosion protection, pickling and passivation checks;
 - l. final visual and dimensional inspection; and
 - m. Any additional inspection stated in Annexure A: Technical Specification, the accepted QCP or the Task Order.
4. The *Employer* may carry out, witness, hold or review inspections and tests as stated in the accepted QCP, Annexure A: Technical Specification, the Task Order or applicable law. Employer inspections may include visual, dimensional, fit-up, alignment, machining, heat-treatment, NDT-readiness, final and Databook inspections.
5. The *Employer's* appointed NDT service provider performs the NDT required by the contract unless otherwise stated. The *Contractor* does not treat the *Employer's* appointment of the NDT service provider as reducing the *Contractor's* responsibility for inspection readiness, weld identification, traceability, access, support, review of NDT reports, correction of Defects or submission of the required records.
6. The *Contractor* gives notice of tests and inspections in accordance with the accepted QCP, this Service Information and the Task Order. The *Contractor* gives the notice in time for the inspection or

- test to be arranged and completed before the *Contractor* proceeds with work that would obstruct, cover, close, remove, transport, install or otherwise prevent the inspection or test.
7. The *Contractor* does not proceed beyond a hold point until it has been released in accordance with the accepted QCP.
 8. The *Contractor* may proceed beyond a witness point if the required notice has been given and the *Employer* does not attend, unless the accepted QCP or Task Order states that the point is also a hold point.
 9. The *Contractor* records the results of inspections, measurements and tests and submits the records to the *Service Manager* within the period stated in the accepted QCP or Task Order. Where no period is stated, records are submitted within one working day of the inspection, measurement, or test being completed.
 10. If an inspection or test identifies a Defect, an unacceptable indication, or non-conformance, the *Contractor* notifies the *Service Manager*, records the matter, submits the proposed correction or repair method, where required, corrects the Defect, and repeats the required inspection or test.
 11. The *Contractor* includes all inspection and test records in the applicable Task Order databook.

5.11.2. Materials, facilities and samples for tests and inspections

1. The *Contractor* provides the materials, facilities, access, Equipment, assistance and records required for tests and inspections, except for the items expressly stated as being provided by the *Employer*.
2. The *Contractor* provides, where applicable:
 - a. safe access to the work areas, components and repaired areas;
 - b. lifting, handling, positioning, supports and temporary arrangements required for inspection and testing;
 - c. cleaned, prepared and accessible surfaces required for visual inspection, dimensional inspection, NDT or final acceptance;
 - d. lighting, ventilation, barricading and work area controls required for inspection and testing;
 - e. measuring instruments, gauges, templates, surface finish instruments and alignment equipment required for dimensional verification;
 - f. valid calibration certificates for measuring, monitoring and inspection equipment used by the *Contractor*;
 - g. weld maps, weld numbers, component identification and traceability markings;
 - h. QCPs, WPSs, WPQRs, method statements, inspection reports, heat treatment records and other supporting documents required for traceability;
 - i. samples, test pieces, mock-ups or procedure qualification pieces where required by the accepted WPS, accepted WPQR, accepted method statement, Annexure A: Technical Specification or the Task Order;
 - j. access to off-site facilities, Sub*Contractor* premises, components and records where off-site inspections or tests are required; and
 - k. support required by the Employer's appointed NDT service provider to perform the required NDT.
3. The *Employer* provides, where applicable:

- a. the services of the *Employer's* appointed NDT service provider for required NDT inspections;
 - b. access to *Employer*-held drawings, records and reference information required for inspection purposes;
 - c. access to *Employer* representatives required for hold, witness, review and acceptance points; and
 - d. access to the Affected Property and *Employer*-provided things in accordance with the conditions of contract, this Service Information and the accepted Task Order programme.
4. Where inspection or testing is required before delivery of Plant and Materials, repaired components, machined components or other items to the Affected Property, the *Contractor* makes the item, records, certificates and supporting information available for inspection and testing before delivery.
 5. The *Contractor* does not deliver an item to the Affected Property where pre-delivery testing or inspection is required until the required inspection or test has been completed and the *Service Manager* has notified the *Contractor* that the item has passed.
 6. Where the *Contractor's* failure to provide access, facilities, samples, records, preparation, support or notice causes delay to an inspection or test, the *Contractor* is not entitled to additional payment or a change to the Task Completion Date for that delay.
 7. Where a repeat inspection or test is required because of a Defect, unacceptable indication, non-conformance, incorrect preparation, incorrect identification, missing traceability, incomplete records or another matter caused by the *Contractor*, the *Contractor* provides the required access, facilities, samples, records and support for the repeat inspection or test.

6. Drawings and technical information

6.1. Drawings issued by the Employer

1. The drawings applicable to the service are the drawings listed in Annexure A: Technical Specification, the drawings stated in a Task Order, and any other drawings or technical information issued by the *Service Manager* in accordance with the contract.
2. The *Contractor* uses only the latest revision of a drawing or technical document issued or accepted by the *Employer* for use under the contract.
3. The Contractor requests drawings and technical information required to Provide the Service in sufficient time to avoid delays in planning, mobilisation, procurement, fabrication, welding, machining, inspection, testing or Task Completion.
4. Drawings and technical information are made available to the *Contractor* subject to the *Employer's* confidentiality, document control, security and non-disclosure requirements. The *Contractor* uses the drawings and technical information only for the purposes of Providing the Service.
5. The *Contractor* controls drawings and technical information issued by the *Employer* and ensures that:
 - a. Only authorised *Contractor* and SubContractor personnel have access to the drawings and technical information.
 - b. Drawings and technical information are not copied, disclosed, distributed or used outside the contract except with the *Employer's* prior written consent;
 - c. Obsolete, superseded or uncontrolled drawings are not used for Providing the Service.
 - d. drawing revisions used for each Task Order are recorded in the relevant document register, QCP, inspection records and databook;
 - e. Subcontractors use only the revisions issued or accepted by the *Employer* for the relevant Task Order; and
 - f. drawings and technical information are returned, deleted or disposed of when required by the *Employer*.
6. The *Contractor* reviews the drawings and technical information issued for the relevant Task Order and promptly notifies the *Service Manager* of any ambiguity, inconsistency, discrepancy, omission, error, missing dimension, unclear tolerance, missing revision information or conflict with this Service Information, Annexure A: Technical Specification, the accepted QCP, accepted procedures or the Task Order.
7. The Contractor does not proceed with work affected by an ambiguity, inconsistency, discrepancy, omission or error in a drawing or technical document where proceeding may affect safety, quality, fit-up, dimensional compliance, welding, machining, inspection, testing, NDT, Task Completion or the work of Others.

The Contractor proceeds only after the Service Manager has instructed how the matter is to be resolved or the matter has otherwise been resolved in accordance with the contract.
8. Where a Task Order requires work to be performed off-site, the *Contractor* ensures that the applicable drawings and technical information are controlled at the off-site facility and that Subcontractors comply with the same confidentiality and document control requirements.

9. The *Contractor* includes the revision status of the drawings and technical information used for the completed work in the applicable databook.

7. **Annexure A: Technical Specifications**

1. Annexure A: Technical Specification is the document titled:
Technical Specification for Gariep Hydroelectric Power Station Welding, Machining and Associated Services
Unique Identifier: 151A/3037
Revision: 1
2. Annexure A: Technical Specification forms part of the Service Information and contains the detailed technical requirements applicable to the service.
3. The Contractor Provides the Service in accordance with Annexure A: Technical Specification, together with the conditions of contract, this Service Information, the applicable drawings and technical information, the Accepted Plan, the accepted Task Order programme, the accepted QCP, accepted procedures and the relevant Task Order.
4. The "Addendum A" contained internally within Annexure A: Technical Specification, including its figures and illustrations, remains part of Annexure A: Technical Specification and is not a separate annexure to the contract.
5. The Contractor promptly notifies the Service Manager of any ambiguity, inconsistency, discrepancy, omission or conflict identified between Annexure A: Technical Specification and another part of the contract. The matter is resolved in accordance with the conditions of contract before the Contractor proceeds with affected work where proceeding may affect safety, quality, compliance, the Prices or Task Completion.
6. The complete Annexure A: Technical Specification follows this identification page