



NEC3 Term Service Contract (TSC3)

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

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

for **Provision of Medupi Power Station Flue Gas
cleaning, Ducting and dampers Maintenance
Mechanical And Control And Instrumentation (C&I)
for Outages and daily Maintenance work**

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CONTRACT No. 46000

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
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C1.1 Form of Offer & Acceptance

Offer

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

**PROVISION OF MEDUPI POWER STATION FLUE GAS CLEANING, DUCTING AND DAMPERS MAINTENANCE
MECHANICAL AND CONTROL AND INSTRUMENTATION (C&I) FOR OUTAGE AND DAILY MAINTENANCE WORK**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

General Manager: Medupi
Generation Division (Acting)
Eskom Holdings SOC Limited
Medupi Power Station
Private Bag x9003
LEPHALALE
0555

(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 shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf of (Insert name and address of organisation)

Name & signature of witness

Date

General Manager: Medupi
Generation Division (Acting)
Eskom Holdings SOC Limited
Medupi Power Station
Private Bag x9003
LEPHALALE
0555
Manager: Procurement

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		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):	Moses Nonyane
	Address	Medupi Power Station, Steenbokpan Road, Lephale
	Tel	014 762 2249
	Fax	N/A
	e-mail	Nonyanm@eskom.co.za
11.2(2)	The Affected Property is	Medupi Power Station Lephale
11.2(13)	The <i>service</i> is	Flue Gas Cleaning, Ducting And Dampers Maintenance Mechanical And Control And Instrumentation (C&I) For Outages And Daily Maintenance

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

11.2(14)	The following matters will be included in the Risk Register	As identified by the parties from time to time and recorded on the risk register. The risk will then be discussed in the contract risk meeting
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
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	14 calendar days of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	48 months
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 21st 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	4 calendar days after reception of a valid 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 shall 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 shall 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	N/A
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	30 calendar days
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	1st Floor, Maisels Chamber, 4 Protea Place, Sandton
	Tel No.	011 320 0600
	Fax No.	011 320 0533
	e-mail	info@arbitration.co.za
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.

W1.4(2)	The <i>tribunal</i> is:	arbitration		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	Johannesburg, South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is	Rates are fixed and firm for first 12 Months after first order placement date. There after CPA escalation will apply. Base Date: TBC		
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		proportion	linked to index for	Index prepared by
		0.70	Labour: Table C3	SEIFSA
		0.05	Transport Table L2A	SEIFSA
		0.10	P&G: Table D2	SEIFSA
		.15	non-adjustable	
		1.00		
		proportion	linked to index for	Index prepared by
		0.70	Labour: Table C3	SEIFSA
		100%		
	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		See Below	
	Item	Description of Non-compliance to Employer`s Requirement	Damages Payable by Contractor	
X17.1.1	PSR authorization within 6 months of the contract award	Unavailability of Responsible Person (RP) beyond 7 days	5% of monthly fixed cost of contractor	

		of being notified of non-compliance.	artisan rate of pay
X17.1.2	PSR authorization within 12 months of the contract award	Unavailability of Responsible Person (RP) beyond 60 days of being notified of non-compliance	10% of monthly fixed cost of contractor artisan rate of pay
X17.1.3	Response time for urgent breakdowns	Unavailability of crew beyond 30 minutes of being notified of urgent breakdowns during office hours	1% of monthly fixed cost per incident/ call-out.
X17.1.4	Response time for weekend standby	Unavailability of crew beyond 45 minutes of being notified to report to the control room.	1% of monthly fixed cost per incident/ call-out.
X17.1.5	Defect Remedial work	The Contractor shall be responsible and held liable for any defects arising from maintenance and or operational faults 24 hours after an intervention, provided that the equipment has been placed into service.	Make good. Premature failures and remedial work will be done at the Contactor's cost. Default notification process shall be instituted.
X17.1.6	Weekly PM Compliance >92%	Execute all Preventative Maintenance Work Orders as per Maintenance Strategies in place	2% of monthly fixed rate per month after month of not complying
X17.1.7	Weekly Schedule Compliance >90%	Weekly Schedule Lockdown meetings to take place between Contractor Supervisors and RWM (Routine Works Management) to ensure the following weeks schedule is reviewed and agreed upon for execution	2% of monthly fixed rate per month after 1 month of not complying
X17.1.8	Reduce Corrective Maintenance Backlog by 10%/month	Weekly meetings to take place between execution supervisors and RWM planners to ensure Lockdown is reviewed and Priority 3 notifications are planned and executed on a weekly basis	2% of monthly fixed rate per month after 1 month of not complying

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	The greater of	

	his design of an item of Equipment is limited to	<ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> 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	5 days of receiving the Task Order
Z	The additional conditions of contract 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 subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

writing.

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

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

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

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

Z8 Notifying compensation events

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

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

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer's* liability under the indemnity is limited to compensation as provided for in core clause

63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

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

Z12 Insurance

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

Insurance cover 83

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

INSURANCE TABLE A

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

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

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	The document called “price list” in Part 2 C2.2 of this tender.
11.2(19)	The tendered total of the Prices is	Rates Based

PART 2: PRICING DATA

TSC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the

Prices.

- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

See attached Pricelists (Annexure A and Annexure B) Returnable documents

PART 3: SCOPE OF WORK

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

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Description of the service

Executive overview

Medupi Power Station Management has decided to outsource the total Ducting, Flue Gas Cleaning and Smoke Stack mechanical and Instrumentation (C&I) Maintenance Scope service function to a suitably qualified, experienced and well established Contractor for a duration of 48 months. The Contractor shall execute preventative and corrective maintenance as described in the Medupi Power Station Pulsating Jet Fabric Filter Works Instructions Documents Identifier 240-165340640 and Medupi Power Station Ducting & Dampers Works Instructions Documents Identifier 240-166221546 (MAINTENANCE ONLY for Ducting and Dampers).

Employer's requirements for the service

Refer to Medupi Documents Identifier: 240-165340640 Medupi Power Station Pulsating Jet Fabric Filter Works Instructions and Medupi Power Station Ducting & Dampers Works Instructions Documents Identifier 240 – 166221546 (MAINTENANCE ONLY for Ducting and Dampers) as well as the detailed ducting SOW outlined in this document for all the Employer's requirements pertaining to the contract. (Below is an overview or extract of the Employer and Contractor roles and responsibilities in regard to the contract).

Contract Roles and Responsibilities

1. The Employer is responsible for Total Fluid Management.
2. The Employer and Contractor in this SOW is committed towards the following;
 - ✓ Retention of critical skills
 - ✓ Continuous cost reduction
 - ✓ Health & Environment Safety
 - ✓ Transfer of operational experience and skills
3. The Contractor shall compile improvement programmes to enhance plant performance and achieve cost reductions and the Employer will approve such programmes.
4. The Contractor shall be responsible for all mechanical and C&I maintenance as per Employer's instructions, processes, and systems.
5. The contractor shall be responsible for calibration of plant C&I equipment and to provide calibration certificates afterwards or as and when required.
6. The employer shall be responsible for inspection, replacement, and maintenance of all DCS equipment.
7. The contractor shall be responsible to assist in execution of any approved modification work.
8. The Contractor shall employ a competent person who is accredited and responsible to perform all statutory plant tests in regard to this SOW.
9. The Contractor shall be responsible for all equipment alignment requirements within this scope of work.
10. The contractor shall provide their own tools associated with Flue Gas Cleaning and Smoke Stack System day to day maintenance. Such tools will include **but not be limited to**:
 - ✓ Comprehensive toolbox for all mechanical and C&I artisans
 - ✓ Torque wrenches and torque multipliers
 - ✓ Sets of socket spanners, combination spanner and flogging spanners
 - ✓ Electrical and pneumatic impact wrenches
 - ✓ Portable lighting and extension cables

- ✓ Power tools such as grinders and drilling machines
 - ✓ The contractor shall provide all lifting equipment needed for all lifting activities.
11. The contractor will be penalized should any job stand due to damaged or unavailable tools, damaged or unavailable lifting equipment or due to tools or lifting equipment having invalid certificates.
12. The contractor shall ensure that all tools and lifting equipment requiring load testing and/or calibration are load tested, calibrated, and certified at intervals stipulated by law or by manufacturers of such equipment. Such certificates will be filed by the contract and made readily available to Eskom as and when required and for Eskom audit purposes. (The Eskom Contracts Manager will do 3 monthly formal audits).
13. The Contractor is responsible for implementing a system in place for managing the tools and lifting equipment, which will involve serial coding and the signing in and out of such tools and equipment.
14. The Contractor shall be responsible for producing formal inspection reports for all inspections undertaken. The inspection reports to capture in detail all findings as well as associated recommendations to remedy the findings.
15. The Contractor will be responsible for the inspection, repair, and replacement of all structural and support steel work in this scope of work including but not limited to;
- ✓ Walkways
 - ✓ Grating
 - ✓ Handrails
 - ✓ Cat ladders
 - ✓ Hangers
 - ✓ Supports etc.
16. The Contractor shall make use of local black economic empowerment through the use of black business. The Contractor during the duration of the contract shall train persons from the local community in relation to the works; such proof shall be given to the Employer for verification and acceptance.
17. Performance is measured by the Employer against those areas which contribute to the Employer's business and the Contractor shall be compensated accordingly. (e.g. Reliability, Availability and Safety).
18. Areas of measurement include the Employer's key business indicators and will be redefined from time to time.
19. The following complementary services to improve Plant and labour performance can be defined as follows;
- ✓ Project management
 - ✓ Value engineering
 - ✓ Procedure and documentation writing
 - ✓ Design services
 - ✓ Spares management
 - ✓ Technical advice
 - ✓ Operational and production process review

- ✓ Asset management in accordance with PAS55
 - ✓ Component failure analysis reporting
20. The Employer may request the Contractor to ensure that an accurate description of spare parts is maintained in the Employer's stores and the Contractor informs the Employer as to any recommended changes.
21. The Contractor is to ensure that any service rendered does not interfere with the Employer's scheduled work and should align himself with the Employer's work control management process.
22. Should the Employer become aware of any changes to the activity schedule (programme of notifications), the Employer may issue the Contractor with a revised programme.
23. The contract entered with the Contractor is non-exclusive and work against this contract can only be performed upon receipt of a Task Order.
24. All statutory tests or inspections done by the Contractor shall be reviewed and accepted by the Employer.
25. The Contractor shall be responsible for statutory inspections/tests as defined by the Employer and supply the Employer with proof of such tests.
26. All works will be subject to anytime inspection from the Employer.
27. Please note that equipment will only form part of the works once the respective area has been commissioned and handed over to Generation. The Contractor shall take cognisance of the fact that the contract start date can deviate.
28. The Contractor maintains an all year round agreed base crew at Medupi Power Station which is supervised by the Contractor with any changes to the crew being negotiated and agreed upon with the Employer. This contract is for preventative, predictive, corrective maintenance (breakdowns) and outage SOW. Spillage is viewed to be very important for plant housekeeping as well as Environmental Management and any spillage caused as a result of the Contractor shall be cleaned by the Contractor. The Contractor shall perform leak checks on all responsible plant areas and inform the Employer's representative accordingly. Defects must be raised on the system to address any plant deviations. The Contractor shall ensure the integrity of plant labelling and that deficiency with regards to KKS labelling is reported immediately. The Contractor must ensure that they have responsible persons (in terms of PSR and ORHVS) for any work performed on plant. This requires individuals to successfully complete a written and oral examination for the relevant regulation based on the Plant Safety Regulations and Operating Regulations for High Voltage Systems. All technically qualified (above semi-skilled) personnel will be trained and authorised (in terms of PSR and ORHVS) within 6 months of the contract award date. Training will be supplied by the Employer. At least 1 or 2 persons shall be authorized per unit, i.e. minimum of 6 employees will be authorised Responsible Persons (RP) by the end of 6 months, with the intention of authorising more going Forth. Eskom will pay for the employee's time spent in the first training course for each artisan and if they fail the time spent on retraining and re-authorisation will be deducted from the employee's time on the payment assessment.

29. The Contractor must ensure that all personnel successfully complete a written examination for the relevant regulation based on the Fossil Fuel Firing Regulations (FFFR). Training will be provided by the Employer.
30. Before any work starts on site the Contractor is responsible to submit their Safety File to the Employer for review and acceptance.
31. The Contractor is also responsible for their employee's annual medical checks which must be up to date and kept in the Safety File. Site Induction must be done before any work is done by any Contractor on site.
32. The contractor shall supply all their PPE such as safety shoes/safety boots, branded reflective trousers and branded jackets, hard hat with secure chin strap, industrial dust mask, disposable dust coveralls, goggles, face shield, gloves, and ear plugs/muffs.
33. The contractor shall ensure that all safety valves are sealed and that nameplates are fitted to all pressure equipment.
34. Eskom will not pay for employees that are not on site due to any kind of leave
35. The contractor shall be responsible to ensure the following are achieved as per Business Objectives or KPI

Business Objectives or KPI	Action
Weekly PM Compliance >92%	Execute all Preventative Maintenance Work Orders as per Maintenance Strategies in place
Weekly Schedule Compliance >90%	Weekly Schedule Lockdown meetings to take place between Contractor Supervisors and RWM (Routine Works Management) to ensure the following weeks schedule is reviewed and agreed upon for execution
Reduce Corrective Maintenance Backlog by 10%/month	Weekly meetings to take place between execution supervisors and RWM planners to ensure Lockdown is reviewed and Priority 3 notifications are planned and executed on a weekly basis

36. The Contractor shall implement a program of continuous improvement to optimise Plant performance and reduce system, equipment failures and participate in improvement programs as stipulated by the employer.
37. The Contractor shall assist in the implementation, recommendations and corrective actions which are identified by the Medupi Power Station Condition monitoring programme, including the Station Thermal Efficiency Program (STEP).

Management and Reporting

- a. The Contractor to be represented at any ad-hoc meetings that may arise in order to address any production or safety related matters.
- b. Liaison meetings shall be held with the Employer's Representative or his/her delegate on a monthly basis to discuss any technical details, or concerns.

Quality and Documentation Control

- a. The Contractor shall ensure that any witness, hold and inspection points are strictly adhered to.

- b. The Contractor to ensure that all measuring and test equipment are calibrated at all times & proof thereof must be readily available.
- c. All Quality References and Standards as stipulated in this document will be adhered to.
- d. Work will only be conducted with an Employer approved Quality Management Programme.
- e. The Contractor shall utilise the Employer's quality documentation management system and processes.

Project Implementation

The Contractor shall supply a project implementation plan including at least the following;

- ✓ Site establishment
- ✓ Manpower plan
- ✓ Organogram
- ✓ Skills required and associated cost per skill (e.g. artisan, site manager, etc.) as per price list.

Manpower Requirements

1. The successful Contractor shall utilise/provide skilled and suitably qualified staff with current experience in the following but not limited disciplines;
 - ✓ Working knowledge of SAP R/3 system
 - ✓ Occupational Health and Safety Act 85 of 1993
 - ✓ NEC contract management
 - ✓ Quality Management Control and Assurance procedures
 - ✓ Plant Safety regulation authorisation
 - ✓ Spares optimisation
 - ✓ Procedure writing
 - ✓ BOM compilation
2. Staff must meet minimum requirements of Eskom job descriptions, with additional requirements specified.
3. All staff brought onto site in connection with this work scope should be able to fluently speak, understand and write in English.
4. Proof of qualification is to be supplied on request by the Employer.
5. The Contractor ensures that all staff being brought onto Medupi site has a valid fitness certificate based on the specified plant man-job specification.
6. The Contractor shall employ in and about the execution of the works only such persons that are careful, competent and efficient in their specific trades and callings and the Employer shall be at liberty to object to and require the Contractor to remove from the works forthwith any person employed by the Contractor in or about the execution of the works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his/her duties and such person shall not again be employed for the works without the written permission of the Employer.

7. Provide daily supervision of all related plant through trained and competent personnel to ensure that inspections & work activities are conducted daily.
8. Ensures proper behaviour of personnel under his/her supervision as per the Medupi culture.
9. Ensures training of all personnel under his/her supervision. The training required will include but not limited to Eskom safety training requirements, related plant training and Medupi culture.
10. Ensures high morale of staff and competency.

Re-commissioning

- ✓ All Plant equipment maintained shall be re-qualified as per site specific procedure (237-0081) after any maintenance intervention.
- ✓ The Contractor shall be responsible or held liable for any defects arising from maintenance/operational faults twenty-four hours after an intervention, provided that the equipment has been placed into service.

Contractor's Management, Meetings and Key People

1. Before work starts on site, an inaugural meeting is held with the Contractor and the Employer, to explain in detail all requirements of the Site Regulations.
2. The Contractor is issued with a file of current Site Regulations on arrival. The file remains the property of the Employer and the Contractor is responsible for its maintenance and updating to include new or revised regulations as issued by the Employer.
3. The Contractor must ensure that all personnel operating mobile equipment and vehicles are authorised, this includes but not limited to;
 - ✓ Forklifts
 - ✓ Mobile cranes
 - ✓ Cherry Pickers
 - ✓ Sky Jacks
4. The Contractor shall be responsible for the regular inspections and daily equipment checks of the mobile equipment and vehicles including record keeping.
5. The Contractor must ensure that all personnel performing work on the plant are authorised, this includes but not limited to;
 - ✓ Confine space locations
 - ✓ Working at heights
 - ✓ Heat stress areas
 - ✓ Scaffolding
 - ✓ Hazardous substances

Plants Area

Flue Gas Cleaning

Applicable Plant Area

Plant Area	Boundaries of Plant Area
Flue Gas Cleaning (PJFFP and De-ashing system)	<p>The Flue Gas Cleaning Plant is defined as the plant and equipment interfacing with flue gas. This include the PJFF plant that exists between the following points;</p> <ul style="list-style-type: none"> - Flue gas outlet of air heater, - outlet of the PJFFP hoppers, and - Flue gas inlet to ID Fan. <p>And the De-ashing system that exist between the following points;</p> <ul style="list-style-type: none"> - Ash handling system flue gas inlet line and - Discharge of the Ash handling system into the SSC. - SSC make up water supply to the ash handling system pumps including and up to the isolation valve and - Water Inlet line to the rotary feeder from the ash handling system pumps discharge. <p>This implies the following plant and equipment;</p> <p>De-ashing system</p> <ul style="list-style-type: none"> - Pumps - Valves - Actuators - pipes - C&I instruments <p>Ducting from air heater to PJFFP</p> <p>Pulse Jet Filter Fabric Plant</p> <ul style="list-style-type: none"> - guide plates - casing - fly ash hopper - discharge gate/valve - bags and cages - cell inlet and outlet dampers and cylinders - implosion dampers <p>Blower House</p> <ul style="list-style-type: none"> - associated compressed air equipment - piping <p>Ducting from PJFFP to ID Fan inlet</p>

Applicable S.O.W Mechanical

1. Inspection, testing, maintenance, and replacement of the following;
 - a) Ducting
 - b) Control dampers and actuators
 - c) Expansion bellows
 - d) Compressed air system including the pulse jet nozzles and piping
 - e) Bag filter housing
 - f) Bag filters including internal cages
 - g) Tube sheet
 - h) Fly ash hopper
 - i) Filters, heaters, and blower system
 - j) Related compressed air distribution system (If applicable)
 - k) Pumps
 - l) Ash pipes
 - m) Hopper discharge gate valve
 - n) Ventilation system fan

Applicable S.O.W Control and Instrumentation

2. Calibrations, stroke checking, inspection, function test, maintenance (corrective, preventative and planned) and replacement of the following;
 - a) Pneumatic control valves
 - b) Switches (Limit, level, Pressure and Temperature)
 - c) Level transmitter
 - d) Dust Analyser
 - e) Solenoids
 - f) Pressure transmitter
 - g) Temperature measurements
 - h) Differential pressure Transmitter
 - i) Power supply modules
 - j) Maintain Siemens S7 300 PLC device and associated devices including interface to the DCS
 - k) Maintain data exchange between PLC and DCS
 - l) Replace scorched cable
 - m) Fibre optic switch converters
 - n) Fibre optic cables

Ducting and Dampers

Applicable Plant Area

Plant Area	Boundaries of Plant Area
Ducting and Dampers	Ducting and Dampers scope is defined as the components and equipment interfacing with air and flue gas. This include ducting, dampers and actuators

	<p>that exists between the following battery limits:</p> <ul style="list-style-type: none"> - Cold air intake duct: opening of ducting from atmosphere to FD Fan, - Cold air discharge duct: FD Fan to GAH - Primary air duct: FD fan discharge duct to GAH - Mill cold air duct: PA Fan discharge duct to Mill mixing hood. - Hot air collecting duct: GAH to Combustion supply duct - Hot air distribution duct: GAH secondary air outlet duct to Total combustion air distribution to OFA and burner air supply - Burner air duct: Total combustion air distribution to burner air supply duct to Burner air supply diving damper - Core air duct: Main burner air supply duct to Burner core air duct - Side air duct: Main burner air supply duct to Side air nozzle - Cooling duct: Main burner air supply duct to PF duct 3-way damper - Hot air over fire duct: Total combustion air distribution to OFA to OFA nozzle - Mill hot air duct from GAH to distributor: GAH to Common mill hot air (distributor) - Flue gas duct: Economiser outlet to GAH - Flue gas duct: GAH to PJFF - Flue gas duct: PJFF to ID Fan - Flue gas duct: ID fan to Smoke Stacker <p>This includes the following equipment</p> <ul style="list-style-type: none"> - All actuators (mechanical, weight, electrical, etc) - FD fan suction dampers; Expansion joint - Secondary air dampers - Combustion air supply control damper; Diving damper - Core air control damper; Burner core air duct - Side air control damper; Side air nozzle - Cooling air damper - OFA control damper; OFA nozzle - Mill hot air from GAH control damper; Distributor - Delta wings - ID fan discharge damper; ID fan discharge damper seal air fan - Fly ash hopper - Ventilation system ducting/tubing
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Applicable S.O.W Mechanical

1. Inspection, testing, maintenance and replacement of the following;

- a. Ducting
- b. All dampers

- c. Expansion Joints
- d. Expansion Joints
- e. Side air nozzle
- f. Overflow air nozzle
- g. Mill hot air distributor
- h. Mill mixing hood
- i. Delta wing
- j. ID fan discharge damper seal air fan.

Site Facilities and Services Provided by Contractor

Service Cost

- ✓ The Contractor's performance evaluation shall be done during monthly meetings between the Contractor and the Employer.
- ✓ Quoted prices should be in line with the price list

Communication and Correspondence

All correspondence includes;

- a. Medupi Power Station
- b. Employer's Contract number
- c. Contract description
- d. Correspondence subject matter
- e. Employer's name and contact details
- f. Contractor contact details
- g. Date

Where appropriate the correspondence includes the Employer's reference and is delivered as a single package.

All communications from the Contractor are numbered sequentially with a prefix as advised by the Employer. The Employer responds in like manner. The prefix and numbering system is decided upon at the Inaugural meeting.

Interpretation and terminology

Contractor:	Service Provider contracted for providing specific service to Eskom, Medupi Power Station
Employer:	Eskom, or Eskom Medupi Power Station

The following abbreviations are used in this Service Information:

Abbreviation	Explanation
BOM	Bill of Material
BS	British Standard
C&I	Control and Instrumentation
DCS	Distributed Control System
DIN	German Institute of Standard

Abbreviation	Explanation
DP	Differential Pressure
ISO	International Standards Organisation
KKS	Kraftwerk Kennzeichen System
NEC	New Engineering Contract
ORHVS	Operating Regulations for High Voltage Systems
PAS 55	Publically Available Specification 55
PCLF	Planned Capability Loss Factor
PF	Pulverized Fuel
PSR	Plant Safety Regulations
SANS	South African Bureau of Standards
SAP	Systems, Applications, Products (Plant Maintenance, Procurement, Finance and Materials Management) integrated maintenance management system.
SOW	Scope of Work
STEP	Station Thermal Efficiency Program
UCF	Unit Capability Factor
UCLF	Unplanned Capability Loss Factor

Management strategy and start up.

The Contractor's plan for the service

The Contractor's plan must be in line with the 240-165340640 Medupi Power Station Pulsating Jet Fabric Filter Works Instructions and Medupi Power Station Ducting & Dampers Works Instructions Documents Identifier 240-166221546 (MAINTENANCE ONLY for Ducting and Dampers) as well as the detailed ducting SOW outlined in this documents all the applicable maintenance strategy documents and the plant maintenance schedules. The Contractor must note that the maintenance strategies and the plant maintenance schedules will be provided by the *Employer*.

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Monthly Contractual meeting, Overall Contract progress, assessments, Contract risk discussion and feedback	Monthly	Medupi Power Station	Contract Managers, Site Manager, Contract Site Manager, Gx Contract Supervisors, Secretary
Monthly Integrated Risk Management meetings	Monthly	Medupi Power Station	MMD Line Managers, MMD Technicians, All MMD Site Managers, All mmd Safety and quality officers
Monthly Executive SHEQ meeting	Monthly	Medupi Power Station	Medupi EXCO, Medupi Safety Management, Medupi Line Managers, All Site Managers, Medupi Departmental SHE Reps

Prioritization meetings	Daily (Monday – Friday)	Medupi Power Station	Production managers, Contractors, Supervisors, Technicians
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Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature, and the progress of the *Service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

Contractor's management, supervision, and key people

- Site Manager
 - Supervisors
 - C&I Technicians/Artisan
 - Safety Officers
 - Drivers or Equipment Operators
 - Responsible Persons
 - Quality Inspector
- a) The Contractor's shall ensure that only competent persons be allowed to work on plant. The Employer's service Manager is entitled to verify the qualifications of the Contractor.
 - b) The Contractor must be knowledgeable about the condition and scope of work contained in this contract and capable of executing the scope of work.
 - c) The services manager may, having stated reasons, instruct the Contractor to remove a key person. The contractor then arranges that, after one day, the key person has no further connection with the work included in this contract.
 - d) The Contractor may not replace any of the key persons without prior written request and approval thereof from the Service Manager.

Provision of bonds and guarantees

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

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

Documentation control

The Contractor implements the following procedures or paperwork over the first month of this Contract:

- Business Organisation Chart
- Safety procedures

The following policies, procedures and specifications will always be complied by

- Site Regulations – Medupi site Regulations
- BIA/RM/STD/01 – Safety, health and environmental requirements to be met by Contractors
- Hot work procedures

- All specifications produced via the RCM or Medupi maintenance process
- Eskom Medupi Site transport requirements
- Construction Regulations
- Medupi Maintenance Quality Manual
- Occupational, health and Safety Act
- Eskom Lifesaving Rules
- BIA/QA/STD/01 – Quality requirements for engineering and construction works
- All Relevant Medupi Power Station standards, policies, and procedures
- All quality, health, environmental and safety costs are included in the contract price

Invoicing and payment

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

Invoices can be submitted using emails to invoiceseskomlocal@eskom.co.za

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time.
- Your E-mail may contain more than one PDF file (e.g. 2 invoices on 2 separate PDF files in one e-mail)
- For Foreign invoices, suppliers will still be required to physically deliver hard copies of original documents to the respective documentation management centres even though you have e-mailed those invoices
- A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)
- An Invoice that was printed and then scanned to PDF by the Vendor is **not acceptable** as this is not an original tax invoice by SARS definition but a copy.
- The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices, and statements sent electronically are tamperproof."
- If there is Cost Price Adjustment (CPA) on your invoice we recommend that you issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- You do not require a goods receipt (GR) number to submit your invoices. When the GR number is received you can then send the GR number to the FSS contact centre at FSS@eskom.co.za or 011 800 5060.
- All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre:
Tel: 011 800 5060

Payment will be made within 30 Days after receipt of an acceptable invoice at the address stated in the order and the acceptance of the goods by Eskom. Payments are made on Friday's only. and include on each invoice the following information:

and include on each invoice the following information:

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

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

Contract change management

Refer to NEC TSC Core clause 6, in the event any change to the Contract needs to be managed.

Records of Defined Cost to be kept by the Contractor

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

Insurance provided by the Employer

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

Names & Surname	Contact details	e-mails address
Mr Krishan Chaithoo	+27 11 800 4455	ChaithK@eskom.co.za

Training workshops and technology transfer

Training and transfer of skills will be provided by either the Contractor or the Employer, part of the following training will be provided by the Employer as stated in the Medupi Document Identifier: 240-165340640

- Plant Safety Regulations (PSR)
- Operating Regulations for High Voltage

Design and supply of Equipment

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

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

Equipment

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

Information and other things

In the event that the information and other things are required, it will be discussed by the two Parties, and the provision of information and other things will be mutually agreed upon.

Management of work done by Task Order

- A Task Order starting with 45* series number will be issued to the Contractor at the beginning of every month for the service.
- In the case of emergency repairs outside the SOW started in Medupi Document Identifier: 165340640, different Task Order will be sent to the Contractor for the works. Respond to the issued Task Order must be dealt with as per secondary option X19 of the agreement.

Health and safety, the environment and quality assurance

Health and safety risk management

General

- The Contractor must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with their work. The Induction Course can, on request, be provided by the Employer and will be valid for the duration of one year.
- The Contractor must ensure that all his employees have a valid X-ray medical for the duration of the contract. X-ray medicals needs to be done yearly.

- Safety Risk Management has the right and authority to visit and inspect the Contractor's workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.
- Station Cleaning Manager shall be entitled to instruct the Contractor to stop work, without penalty to the Employer, where the Contractor's personnel fail to confirm to safety standards or contravene health and safety regulations. The Station Cleaning Manager is entitled to cause the Contractor to discipline his employees and to submit disciplinary action and submit a report to Station Cleaning Manager. The Contractor shall implement additional health and safety precautions where necessary.
- The Contractor will provide all his personnel with the required personal protective equipment.
- Risk Assessments, Pre-Job Briefs, Post – Job Briefs & Job Observations will be conducted for all jobs.
- All Construction Regulation - safety requirements should also be adhered to.
 - Safety Plan
 - Fall Protection Plan (cleaning on height)
 - 16.1 and 16.2 appointments

3.1.2 Fire Precautions

- Any tampering with the Employer's fire equipment is strictly forbidden.
- All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction, and not be used for work or storage at any time. Firefighting equipment must always remain accessible.
- In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at extension 3803.
- Take the necessary action to safeguard the area to prevent injury and spreading of the fire.

3.1.3 Reporting of accidents

- The Employer follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents.
- The Contractor is expected to fully co-operate to achieve this objective. The Station Cleaning Manager must be informed immediately of any incidents and any damage to property or equipment must be reported within 24 hours.
- NOTE! This report does not relieve the Contractor of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

3.1.4 Barricading

The Contractor will provide and install barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to the area where there is industrial cleaning.

3.1.4 Speed Limit

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 kilometres per hour will always be adhered to on the premises.

3.1.5 Safety

- The Contractor complies with the Occupational Health and Safety Act, 1993, (the Act) and all Safety procedures issued by the Employer. The Contractor must furthermore comply with the Employer's Safety, health and Environmental requirements for Contractors, BIA/RM/STD/ 240-73416879, which is available from the Medupi Documentation Centre.

- The Contractor will carry out work according to Procedure GGR 0992 (Plant Safety Regulations). The Contractor will qualify his supervisors to take out permits on the Employer's permit to work system to always have one authorised person available to take out permits per shift.
- The Contractor will conform to all rules and regulations applicable to Plant Safety and shall complete a proper risk assessment and Worker's Register prior to working on the plant.
- The Contractor will ensure that his representatives are duly authorised in terms of the Plant Safety Regulations as a responsible person upon commencement of work.
- The Employer shall on request from the Contractor isolate required plant from all sources of danger as described in the Plant Safety Regulations.
- The Employer will provide the Plant Safety Regulation training to the Contractor.
- The Employer shall make a copy of the Plant Safety Regulations available to the Contractor.
- The Contractor will attend monthly safety meetings and conduct monthly safety meetings with staff.
- The Contractor provides all personal safety equipment, including safety belts and harnesses
- The Contractor will appoint a full-time safety officer for the entire duration of the contract.
- The Contractor will adhere to the Eskom Lifesaving rules.
- The Contractor will not be allowed to transport any of its workers in open vehicles to and from site as prescribed in the Eskom safety policy.

Environmental constraints and management

- The Contractor should adhere to the Medupi Power Station Environmental Management System that must meet the requirements of ISO 14001:2004.
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- The EMS requirements are detailed in the latest revision of the following documents, which are available from the Medupi Power Station Documentation Centre or Internal Web site, and include:
 - Environmental Management Policy BIA/ENV/04
 - Environmental Management System Manual BIA/ENV/03
 - Waste Management at Medupi BIA/ENV/01
 - Oil Spill Management at Medupi BIA/ENV/02
 - Environmental Legal Register (List of Environmental Legislation applicable to Medupi) ENG/ENV/01
- The Contractor will be responsible for complying to any new environmental requirements, relevant to the Works Information, that may come into effect as part of Medupi Power Station's EMS for the duration of this contract.
- If there is uncertainty around any environmental issues, the Environmental Department at Medupi Power Station may be contacted.
- All work complies with the relevant environmental regulations. In this case the Contractor uses such hazardous substances in accordance with the applicable regulations and procedures and is disposed of by the Contractor in accordance with the applicable law.

Quality assurance requirements

Quality Requirements

The Supplier shall comply with the Eskom's QM 58 (240-105658000) Supplier Quality Management Specification

- Quality requirements include visual inspection by the Employer, who will be entitled to witness progress of work at any time. The Employer shall also have the right to stop work and re-instruct the Contractor, who will comply with the requests.
- The Employer may, by arrangement, inspect completed work. If, in opinion of the Employer, the work does not comply with the quality requirements expected from the Contractor, the Employer shall instruct the Contractor to rectify the faults. The Contractor will comply with the instructions.

QCP's, Safe Work Procedures and Job Observations

- QCP's with action plans, safe work procedures and job observations shall be produced at the request of the Employer. QCP's must be signed and approved by quality controller / Cleaning Supervisor.

Quality

- The Contractor will comply with the Employer's Quality Requirements as specified in procedure BIA/QA/STD/01 latest revision, which is available from the Documentation Centre or the internal Medupi Web site.
- All Quality Control documentation must be submitted to the Employer's Representative for acceptance prior to any work commencing.

Procurement People

Minimum requirements of people employed (Refer to Generic Technical Evaluation Criteria)

SKILL	RELATED EXPERIENCE
Site Manager	Well experienced in baghouse works on a power station or similar work environment for a period of at least 5 years in a managerial position. S4/T4 Mechanical Engineering Diploma or B-Tech Mechanical Engineering qualification or higher. Two contactable references provided.
Mechanical Supervisor/s	Well experienced in baghouse works on a power station or similar work environment for a period of at least 5 years in a supervisory position. Minimum qualification of N6 Mechanical Engineering and Trade Test Certificate. Two contactable references provided. (2 or more)
C&I Tech/Artisan	Has had previous experience on a power station or similar work environment for at least 2 years. Minimum qualification of N6 Mechanical Engineering and Trade Test Certificate. Qualifications and experience provided
Mechanical Artisans (e.g. Fitters, Riggers, Boilermaker, etc.)	Has had previous experience with baghouse on a power station or similar work environment for at least 2 years. Minimum qualification of N3 Mechanical Engineering and Trade Test Certificate. Qualifications and experience provided for at least 3

SKILL	RELATED EXPERIENCE
	artisans.
SHE Officer	Has had previous experience in line with the scope of work. Minimum NQF Level 4 and SAMTRAC/SHEMTRAC certificate; valid registration as a candidate or professional with an OHS professional body such as SIOSH, SAIOH or SACPMP.
QC Co-Ordinator	Well experienced in quality control of baghouse works with at least 2 years' experience. Holds a certificate for a Certified Welding Inspector or level 2 Inspector

Accelerated Shared Growth Initiative – South Africa (ASGI-SA) /SDL & I

The Contractor complies with and fulfils the Contractor's obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the Contractor's SD&L Compliance Schedule.

Local Content and Production

This works/service is a non-designated sector and therefore no local production threshold is applicable to qualify for further evaluation. Tenderers will also be encouraged to utilise local and local to site resources.

BBBEE and preferencing scheme

The company shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The supplier will be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract.

Supplier Development and Localisation (SD&L)

1. Skills Development Requirement

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

Skills Category	Eskom Target	Entry	output	Tenderers Proposal
Mechanical Fitters	5	N2/Grade 12 or Equivalent	Trade Test	
Riggers	5	N2/Grade 12 or Equivalent	Trade Test	
Boilermakers	5	N2/Grade 12 or Equivalent	On a job training	
C&I Artisans	5	N2/Grade 12 or Equivalent	On a job training	

2. Job Opportunities

During installation, the Contractor should ensure that it recruits its General Workers and Semi-Skilled Workers within the vicinity of the station in accordance with the Matimba Power Station's Recruitment Procedure/Stakeholder Management Forum.

3. SDL&I Bond

The Tenderer or awarded Contractor shall submit a bond equivalent to 2.5% of the Contract Value and shall only be released to the Contractor upon fulfilment of all SDL&I Obligations

4. Reporting and Monitoring

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

Subcontracting

N/A

Attendance on subcontractors

N/A

Plant and Materials

Specifications

Plant and materials provided by the Contractor and the preventative maintenance thereof will be the responsibility of the Contractor.

Correction of defects

The intention of the Contract is preventative maintenance first and foremost however corrective maintenance can be results of the component failure. In the event where plant component has failed, this will be dealt with in accordance with the maintenance strategies and plant maintenance schedule to restore the components to its original state i.e. by repairing and or replacing components. This will be governed by as per core clause 4, testing and defects.

Contractor's procurement of Plant and Materials

Replacement materials/components will be kept as the Employer's Inventory/stock and issued as stock items when required. The Contractor must inform the Employer immediately of any constraints experienced during the procurement process of plant and materials whenever required to procure any materials.

Tests and inspections before delivery

- It is the Contractor's responsibility to ensure the machinery and equipment intended for use on this contract are inspected, tested, and certified prior to delivery to site.
- Regular inspections can be carried out by the Employer on an as and when required basis.

- The Contractor and the Employer must maintain communication regarding the test and inspections that must be done and give feedback on the result obtained. The Contractor must inform the Employer in time for a test or inspection to be arranged and done before doing the work that will obstruct the test or inspection.

Plant & Materials provided “free issue” by the Employer

Both parties shall agree if there is any Plant and Material that the Contractor require to execute work. All other Plant and Materials are to be provided by the Contractor.

Cataloguing requirements by the Contractor

Not applicable

Working on the Affected Property

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

The Entry to site is only approved once the following is adhered to:

1. The Contractors Safety file is to be approved by the Employer's Safety department.
2. All personnel must undergo screening for Criminal records and outstanding warrants
3. Site-specific induction is to be done by all personnel.

Permits

1. The Contractor will ensure that he/she is informed of all the requirements of Eskom's Plant Safety Regulations and ORHVS and that he/she always comply to the requirements of these Regulations.
2. The Contractor ensures his supervisors are trained and authorised as Authorised Supervisors.
3. Training is provided by Eskom Medupi and is done according to a schedule; thus, arrangements need to be made with the Service Manager well in advance.
4. The Contractor will have at least three Responsible Persons as per Plant Safety Regulations.
5. Two supervisors should be authorised within 3 months of contract award.

People restrictions, hours of work, conduct and records

Time Clocking

- 1 The Contractor uses a biometric time clocking system
- 2 No clocking will result in non-payment. If a person clocked in but not out or did not clock in, but clocked out, the person will not receive payment for that specific day.
- 3 Proof of clocking to be submitted to the Employer from files directly generated from the clocking system (no manual intervention).

Hours of work

- All work will be coordinated by the Employer. Working times can be subject to change, the Employer will inform The Contractor well in advance.
- A standby roster will be determined by the parties.
- The Contractor will align his operating shifts to that of the Employer's five shift cycle.
 1. Normal working hours is Eskom working hours:
 - a. Monday to Thursday **07:00 - 16:15**
 - b. Fridays **07:00 - 12:00 (No lunch break)**
 2. Outage working hours is:
 - a. Monday to Friday **07:00 - 19:00**
 3. All Timesheets are to be kept for records purposes i.e. man-hours worked safely etc.
 4. Other hours will be determined as per critical path activities during outages/breakdowns.

5. Overtime to be approved by the Service Manager
6. Daily time sheet must always be kept up to date of normal and overtime worked.
7. All overtime worked must comply with Eskom rest period requirements

Health and safety facilities on the Affected Property

There is a medical station on site and a fire and rescue service for assistance with serious incidents and treatment of all serious injuries during normal working hours. Emergency services are available during normal working hours by dialling this phone number 078 100 5614/ 014 762 2555 (fire and rescue) and also available after hours or else contacting the Electrical Operating Desk (EOD) at 014 762 6491. However, the *Contractor* is expected to handle all minor incidents in-house by providing a first aider and a first aid kit. The *Contractor* must familiarise themselves with the emergency procedure which will be provided by the *Employer*.

Environmental controls, fauna & flora

The *Contractor* shall comply with the environmental producers and policies applicable to Medupi Power Station

Cooperating with and obtaining acceptance of Others

Proper co-ordination and work planning must be done when working in any area where others are performing work or activities. Interfacing may be required with the site maintenance personnel and others.

Records of *Contractor's* Equipment

1. The *Contractor* to declare all equipment and tools via a pre-set-up list at the main entrance, where removal permit will be issued by Security personnel.
2. *Contractor* need to have a list of inventories of their equipment on site.
3. Proof of site entrance needs to be provided before equipment can be removed from

Equipment provided by the *Employer*

Equipment provided by the *Employer* is to be signed out on the tools register and returned in a serviceable condition.

Site services and facilities

Provided by the *Employer*

Sanitary services, water, compressed air, and electricity shall be provided by Eskom at fixed points on the plant. There is also a tuck-shop on site, but both only operate on weekdays and are for the *Contractor's* own cost.

Provided by the *Contractor*

The *Contractor* is to supply all the personal protective equipment, transport, accommodation, tools, equipment, and consumables to perform all the required tasks on site.

Control of noise, dust, water, and waste

Noisy equipment and tools emitting noise more than 105 dB (A) may not be supplied/utilised by the supplier.

Hook ups to existing works

Hooking up on heights is a non-negotiable lifesaving rule of Eskom, Medupi Power Station applies Zero Tolerance to non-compliance of the rule or any other lifesaving rule. The same disciplinary process and procedure will be followed when any of the lifesaving rules have been breached.

Tests and inspections

Description of tests and inspections

The test and inspection to be carried out by the Contractor, the Employer and others will be determined and communicated by the Employer when Contract commenced.

Materials facilities and samples for tests and inspections

The materials facilities and samples for test and inspection to be carried out by the Contractor, the Employer and others will be determined and communicated by the Employer when the Contract commences.

List of drawings

Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title