

PART 3: SCOPE OF WORK

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C3.1: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The purpose of this contract is to establish a five-year agreement for the supply, installation, commissioning, maintenance, repair, refurbishment and support of Heating, Ventilation, Air Conditioning and Cooling (HVAC) chiller systems and associated equipment at Kendal Power Station. The contract shall include the provision of new chillers, Direct Expansion (Dx) units, critical and operational spares, preventative and corrective maintenance services, breakdown support, condition assessments and refrigerant conversion solutions to ensure continued operational reliability of critical HVAC infrastructure.

The services will cover HVAC systems located within the Auxiliary Bay, Station Services Building (SSB), Commercial Buildings and Medical Building. The scope includes thirteen (13) water-cooled chillers serving the Auxiliary Bays, three (3) water-cooled chillers serving the Station Services Building, three (3) air-cooled Dx units located in the Commercial Building and one (1) air-cooled Dx unit located in the Medical Building.

The contract is intended to ensure the continuous availability of environmental cooling systems supporting offices, control rooms, equipment rooms, computer rooms and other critical station facilities. The services will further address equipment obsolescence, improve system reliability, support compliance with applicable environmental legislation and standards, and facilitate the replacement of obsolete R22 refrigerant systems with environmentally compliant alternatives.

The *Contractor* shall be responsible for the supply and installation of replacement systems where required, execution of preventative and corrective maintenance activities, refurbishment of existing assets, provision of emergency breakdown support, supply of spares, commissioning and performance testing of new installations, training of Eskom personnel, and submission of all required quality, technical and commissioning documentation. All work shall be performed in accordance with applicable Eskom standards, industry best practices, statutory requirements and relevant SANS and ISO standards.

The overall objective of the contract is to maintain a safe, reliable and efficient HVAC system capable of supporting Kendal Power Station operations throughout the contract period while minimising equipment downtime and lifecycle costs.

1.2 Employer's requirements for the service

The *Employer* requires a suitably qualified and experienced *Contractor* to provide a comprehensive HVAC service for the supply, installation, commissioning, maintenance, repair, refurbishment and support of air-conditioning and cooling systems at Kendal Power Station. The *Contractor* shall ensure that all services are executed in a safe, reliable and professional manner to maintain the availability and performance of critical cooling infrastructure serving operational, control, equipment and administrative facilities.

The *Contractor* shall be capable of providing the following services:

- Supply of new water-cooled chillers and Direct Expansion (Dx) units that meet the required cooling capacities and technical specifications.
- Supply of associated critical and operational spare parts throughout the contract duration.
- Installation, testing, commissioning and performance verification of new HVAC equipment.
- Refurbishment, repair and retrofit of existing HVAC systems, including the replacement of obsolete R22 refrigerant systems with environmentally compliant alternatives.
- Preventative and corrective maintenance services for water-cooled chillers and Dx units.
- Emergency breakdown response and technical support when required by the *Employer*.
- Condition assessments and performance evaluations of HVAC equipment to identify defects, deterioration and future maintenance requirements. The *Contractor* shall ensure that all equipment supplied is fit for purpose, complies with applicable Eskom standards, SANS requirements and relevant environmental legislation, and is compatible with existing station infrastructure. Wherever replacement equipment is supplied, modifications to existing civil foundations, pipework, structures and electrical interfaces shall be minimised unless otherwise approved by the *Employer*.

The *Contractor* shall provide competent and adequately trained personnel, specialised tooling, testing equipment, transport, supervision and all resources necessary to execute the work safely and efficiently. All activities shall be performed in accordance with approved method statements, risk assessments, quality control procedures and site safety requirements.

The *Contractor* shall ensure that all equipment supplied is fit for purpose, complies with applicable Eskom standards, SANS requirements and relevant environmental legislation, and is compatible with existing station infrastructure. Wherever replacement equipment is supplied, modifications to existing civil foundations, pipework, structures and electrical interfaces shall be minimised unless otherwise approved by the *Employer*.

The *Contractor* shall submit all required contract deliverables, including but not limited to:

- Quality Control Plans (QCPs).
- Method Statements.
- Factory Acceptance Test (FAT) documentation.
- Site Acceptance Test (SAT) documentation.
- Commissioning reports.
- Performance test reports.
- Equipment datasheets.
- Operation and Maintenance Manuals.
- Preventative maintenance schedules.
- Spare parts catalogues and lists.
- As-built drawings.
- Warranty certificates.
- Training material and training records.

The *Employer* further requires the *Contractor* to provide training to Eskom personnel on system operation, preventative maintenance, fault finding, refrigerant management, safety requirements and emergency procedures to ensure sustainable operation and maintenance of the installed systems.

The *Contractor* shall ensure that all supplied and installed systems achieve the specified cooling performance, operate reliably under station operating conditions and support the *Employer's* objective of maintaining continuous HVAC availability, improved equipment reliability, reduced obsolescence risk and legislative compliance throughout the contract period.

1.3 Interpretation and terminology

The following definitions and abbreviations apply specifically to this Service Information. Where a definition is not provided here, the meaning stated in the NEC3 Term Service Contract conditions applies.

Definition	Description
<i>Employer's</i> Standards	Means all Eskom policies, specifications, procedures, engineering standards, SHEQ guidelines and any referenced statutory requirements applicable to the execution of the service.
Reactive Maintenance	Means unplanned repair work required to correct failures, defects, leaks, breakages or unsafe conditions reported by the <i>Employer</i> during the term of the contract.
Planned Maintenance	Means scheduled maintenance activities identified by the <i>Employer</i> or during <i>Contractor</i> walkdowns which are executed as part of the routine maintenance programme.
Method Statement	Means a documented procedure submitted by the <i>Contractor</i> describing how the work will be carried out, including equipment,

	sequence, materials, risks and controls.
QCP (Quality Control Procedure)	Means the document prepared by the <i>Contractor</i> and accepted by the <i>Employer</i> which sets out the inspection and test requirements and acceptance criteria for a specific activity.
Work Area	Means any location within Kendal Power Station premises where the <i>Employer</i> instructs the <i>Contractor</i> to carry out the service, including plant buildings, terraces, perimeter areas, workshops, roads and civil infrastructure.
As-and-When Required Basis	Means work that the <i>Employer</i> may instruct at any time during the contract period, the timing and quantity of which cannot be predetermined.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
SANS	South African National Standards
OHS Act	Occupational Health and Safety Act, No. 85 of 1993
CR	Construction Regulations (as published under the OHS Act)
SHEQ	Safety, Health, Environment and Quality
EMP	Environmental Management Plan
NEMA	National Environmental Management Act
BoQ	Bill of Quantities
OEM	Original Equipment Manufacturer
ECSA	Engineering Council of South Africa
QMS	Quality Management System
URS	User Requirement Specification
PPE	Personal Protective Equipment
PTW	Permit to Work
CIDB	Construction Industry Development Board
ISO	International Organisation for Standardisation

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The *Contractor* shall develop, implement and maintain a comprehensive service execution plan for the duration of the contract. The plan shall demonstrate the *Contractor's* ability to safely and effectively provide the supply, installation, commissioning, maintenance, repair, refurbishment and support of HVAC chillers, Dx units and associated equipment located at Kendal Power Station. The plan shall be submitted to the *Employer* for review and acceptance prior to commencement of any work.

The *Contractor's* plan shall include, as a minimum, the following:

a) Contract Start-Up and Mobilisation

- Appointment of a competent Contract Manager as the single point of contact with the *Employer*.
- Mobilisation of suitably qualified personnel, supervision, tools, testing equipment and resources required for execution of the services.
- Establishment of communication and reporting structures with the *Employer*.
- Submission of all statutory and contractual documentation required before commencement of work.
- Attendance of site induction programmes and compliance with Kendal Power Station site requirements.
- Participation in site clarification meetings and site walk-downs where required.

b) Condition Assessment and Baseline Survey

Upon contract commencement, the *Contractor* shall conduct a detailed assessment of all HVAC systems included in the contract to:

- Verify equipment condition and operational status.
- Establish baseline performance parameters.
- Identify defects, maintenance backlogs and refurbishment requirements.
- Assess equipment obsolescence risks.
- Confirm spare parts availability requirements.
- Develop a maintenance prioritisation schedule.

c) Maintenance Management Strategy

The *Contractor* shall implement a planned maintenance programme designed to maximise equipment reliability and availability. The programme shall include:

- Preventative maintenance activities.
- Corrective maintenance activities.
- Routine inspections and servicing.
- Refrigerant management and leak detection.
- Performance testing and efficiency monitoring.
- Condition-based maintenance recommendations.
- Maintenance reporting and trend analysis.

The maintenance strategy shall ensure that all chillers, compressors, condensers, evaporators, AHUs, refrigerant circuits and associated equipment are maintained in accordance with manufacturer recommendations, applicable standards and *Employer* requirements.

d) Installation and Replacement Strategy

Where equipment replacement, refurbishment or retrofit is required, the *Contractor* shall provide:

- Equipment datasheets for *Employer* approval.
- Detailed installation methodologies.

- Rigging and lifting plans.
- Risk assessments.
- Isolation schedules.
- Testing and commissioning plans.
- Resource and outage requirements.

The *Contractor* shall minimise modifications to existing civil foundations, chilled water pipework, condenser water systems, building structures and electrical interfaces unless prior written approval is obtained from the *Employer*.

e) Breakdown and Emergency Support

The *Contractor* shall establish a breakdown response system capable of providing technical support and specialist resources when equipment failures occur. The breakdown support strategy shall include:

- Emergency call-out arrangements.
- Availability of skilled personnel.
- Access to critical spare parts.
- Defect diagnosis and corrective actions.
- Restoration of equipment to service within agreed response periods.
- Detailed failure investigation and reporting.

f) Quality Management

The *Contractor* shall implement a quality management system that includes:

- Quality Control Plans (QCPs).
- Inspection and test plans.
- Document control procedures.
- Verification of work completed.
- FAT and SAT procedures where applicable.
- Commissioning and performance verification processes.
- Management of non-conformances and corrective actions.

g) Health, Safety and Environmental Management

The *Contractor* shall perform all work in accordance with applicable legislation, Eskom requirements and site safety standards. The *Contractor's* plan shall include:

- Safety file submission.
- Activity-specific risk assessments.
- Safe work procedures and method statements.
- Environmental compliance requirements.
- Refrigerant handling and disposal procedures.
- Incident reporting and corrective action processes.

The *Contractor* shall further submit all required deliverables, including quality plans, commissioning reports, performance reports, operation and maintenance manuals, training records, as-built drawings, warranties, spare parts lists and maintenance schedules as specified by the *Employer*.

The *Contractor* shall actively identify opportunities to improve HVAC system reliability, efficiency and maintainability through condition monitoring, technology upgrades, refrigerant conversion initiatives and life-cycle cost optimisation. Recommendations shall be formally submitted to the *Employer* for consideration during the contract period.

2.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting	1 week before the commencement of the Contract	Kendal Power Station / MS Teams	<i>Service Manager</i> , System Engineer, Technical Supervisor and <i>Contractor</i>
Risk Meeting and compensation events	When the need arises	Kendal Power Station / MS Teams	<i>Service Manager</i> , System Engineer, Technical Supervisor and <i>Contractor</i>
Assessment and Low Service Damages meetings	When the need arises	Kendal Power Station / MS Teams	<i>Service Manager</i> , System Engineer, Technical Supervisor and <i>Contractor</i>
Overall contract progress and feedback	Monthly	Kendal Power Station / MS Teams	<i>Service Manager</i> , System Engineer, Technical Supervisor and <i>Contractor</i>
SHEQI Meetings	To be confirmed	To be confirmed	<i>Service Manager</i> and <i>Contractor</i>
Power Station Mass Brief	To be confirmed	To be confirmed	<i>Service Manager</i> and <i>Contractor</i>

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

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

2.3 Contractor's management, supervision and key people

The *Contractor* provides qualified and competent teams with all the necessary equipment to provide the service.

The *Contractor* shall submit, for acceptance by the *Service Manager*, an organogram clearly indicating:

- All key personnel involved in the delivery of the Service.
- Roles, responsibilities and lines of authority.
- Communication and reporting interfaces between the *Contractor*, the *Service Manager* and other stakeholders;
- Clear identification of site-based and off-site management roles.

2.4 Provision of bonds and guarantees

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

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the

Service Manager to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2.5 Documentation control

The *Contractor* shall establish and maintain a document control system that ensures all contractual, technical, quality, safety, environmental and commercial documentation is uniquely identified, traceable, reviewed, approved, distributed, and retained throughout the contract period.

All drawings, reports, specifications, schedules, quality records and technical submissions shall be revision controlled and shall indicate the document title, document number, revision number, date of issue, author, reviewer and approver.

All communications affecting the contract, including instructions, notifications, quotations, compensation event submissions, programme submissions, technical queries, early warnings, reports and approvals, shall be issued in a formal written format.

2.6 Invoicing and payment

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

The *Contractor* shall address the tax invoice to **invoiceslocal@eskom.co.za** and include on each invoice the following information:

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

2.7 Contract change management

2.7.1 General

Contract change management under this contract shall be administered strictly in accordance with Section 6 of the NEC3 Term Service Contract (Compensation Events).

This section establishes additional procedural and administrative requirements to ensure transparency, auditability and governance compliance.

No change to the Prices, Service Period, Key Dates or Scope of Service shall be implemented unless assessed and accepted in accordance with the Compensation Event provisions of the contract.

2.7.2 Use of Standard Forms

All Compensation Events (CEs) shall be administered using standardised forms approved by the *Service Manager*.

The following minimum forms shall be used:

- Early Warning Notification Form
- Notification of Compensation Event (Clause 61.3)
- Service Manager's Instruction (Clause 61.1)
- Quotation Submission Form (Clause 62)
- Compensation Event Assessment Summary

- Implementation Instruction

No compensation event submission shall be considered valid unless submitted on the prescribed form and containing all required supporting information.

2.7.3 Quotation Requirements

Each quotation for a Compensation Event shall include:

- Detailed description of the change.
- Cause of the Compensation Event with clause reference.
- Breakdown of labour, plant, equipment and consumables.
- Impact on the Accepted Plan.
- Revised programme (if applicable).
- Impact on Key Dates (if applicable).
- Risk allowances (if applicable).

Lump-sum adjustments without detailed breakdown will not be accepted.

2.8 Records of Defined Cost to be kept by the Contractor

Not Applicable

2.9 Insurance provided by the Employer

The *Contractor* shall familiarise itself with the insurances provided by the *Employer* and comply with all reasonable requirements necessary to enable the *Employer* to maintain such insurances.

2.10 Training workshops and technology transfer

The *Contractor* shall actively support skills development, knowledge transfer and capacity building throughout the duration of the Contract to ensure sustainable maintenance capability within Kendal Power Station. The training programme shall be aligned with the civil maintenance services being provided and shall focus on the development of practical maintenance, inspection, quality, safety, and engineering competencies associated with the Works.

2.11 Design and supply of Equipment

Where the *Contractor* elects to design, manufacture, procure, modify, assemble, or utilise specialised Equipment required for the execution of the Service, the *Contractor* shall remain solely responsible for the adequacy, suitability, safety, reliability, performance, operation, maintenance, and compliance of such Equipment. The *Employer's* review of documentation, attendance at inspections, witnessing of tests, or acceptance of submissions shall not relieve the *Contractor* of any responsibility or liability associated with the design, supply, manufacture, delivery, installation, operation, or use of the Equipment.

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

2.12.1 Equipment

All plant, tools, specialised equipment, temporary works, vehicles, access systems, lifting equipment, scaffolding, rope access equipment, testing instruments, construction equipment and other resources provided by the *Contractor* for the execution of the Service shall remain the property of the *Contractor* and shall be removed from Site upon completion or termination of the Contract.

The *Contractor* shall remove all temporary facilities, surplus materials, waste, debris, and Contractor-owned equipment from the Site and leave the work areas in a safe, clean, and serviceable condition acceptable to the *Employer*.

2.12.2 Information and other things

At the end of the Service Period, the *Contractor* shall provide to the *Employer* all information, records, reports, and documentation generated during the execution of the Service to enable the *Employer* to effectively manage, maintain, and plan future maintenance of the civil infrastructure at Kendal Power Station.

2.13 Management of work done by Task Order

Task Orders shall not amend the Conditions of Contract and shall only instruct work within the Scope of the Service.

The *Contractor* shall:

- Prioritise Task Orders where emergency work is instructed.
- Demonstrate availability of standby resources for emergency cleaning.
- Ensure that Task Order execution does not compromise core service delivery.

Where additional resources are required beyond the Core Crew, such resources shall be priced in accordance with the Price List or assessed in accordance with the Conditions of Contract.

In cases of emergency:

- The *Service Manager* may issue verbal instructions which shall be confirmed in writing.
- The *Contractor* shall mobilise resources immediately.
- A formal Task Order shall follow within a reasonable period.

Emergency mobilisation shall not delay response to critical spillages or safety hazards.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

- a) The *Contractor* shall comply with the health and safety requirements contained in OHS Specification and the approved safety file. Eskom reserves the right to review the OHS Specification to address the Operational risks and the *Contractor* shall comply with the latest SHE Specification as amended at no cost.
- b) The OHSACT 37(2) agreement must be signed by *Employer* and *Contractor's* representatives.
- c) The *Contractor* OHS professional must conduct internal audits at planned intervals to monitor compliance to the contractual health and safety requirements.
- d) The Contract Custodian must conduct inspections at planned intervals to monitor compliance to the contractual health and safety and legal requirements.
- e) The *Contractor* may be selected during internal and/or external Eskom Power Station audits to verify compliance to legal and contractual OHS requirements. The Contract Custodian will communicate this at relevant time periods, and the *Contractor* shall avail themselves for this audit.
- f) Below are minimum Safety requirements to be adhered to by *Contractor's*, to gain access to Eskom Power Stations:
- g) Valid Medical fitness certificate
- h) Clearance from SAPS or accredited service provider linked to SAPS AFIS system not older than thirty (30) days
- i) Identification document (RSA ID or equivalent)
- j) National Drivers Licence (applicable to drivers)
- k) Adherence to the Eskom Life-saving rules 3 Buckle up and 4, Be Sober
- l) Applicable risk based Personal Protective Equipment
- m) Valid letter of good standing (COIDA or equivalent). Access to site to perform work will be denied should the Letter of good standing be expired.
- n) Induction will only be conducted after all documents have been submitted and accepted by Eskom
- o) The *Contractor/Supplier/Consultant* who is working alone and not eligible to register with the compensation fund, shall provide Eskom with the member benefit statement of the insurance cover which include life and disability cover to the minimum fund of R500 000.
- p) **Note:** Induction will only after the above documents have been submitted and accepted by Eskom.

3.2 Environmental constraints and management

The *Contractor* shall comply with all applicable environmental legislation, Eskom environmental standards, and environmental management requirements when performing the service on the Affected Property.

The *Contractor* shall ensure that all activities are executed in a manner that prevents pollution, environmental degradation, and unnecessary disturbance to the surrounding environment. The *Contractor*

shall take reasonable measures to protect land, water resources, air quality, vegetation, and wildlife within and surrounding the work areas.

The *Contractor* shall comply with the following environmental legislation and requirements, including but not limited to:

- National Environmental Management Act (Act 107 of 1998)
- National Water Act (Act 36 of 1998)
- Environment Conservation Act (Act 73 of 1989)
- Occupational Health and Safety Act (Act 85 of 1993) where environmental risks may affect health and safety
- Applicable SANS environmental standards
- Eskom Environmental Management procedures and standards.

The *Contractor* shall ensure that:

- a) All work areas are kept clean and orderly, and good housekeeping practices are maintained at all times.
- b) Waste generated during the execution of the works is properly segregated, stored, handled, transported and disposed of at approved waste disposal facilities in accordance with environmental legislation and Eskom requirements.
- c) Any spillage of oil, chemicals, fuel, or hazardous substances is immediately contained, cleaned, and reported to the *Service Manager*.
- d) Appropriate spill kits, containment equipment and environmental protection measures are available on site where hazardous substances are used or stored.
- e) Noise, dust, and other environmental nuisances resulting from the *Contractor's* activities are minimized as far as reasonably practicable.
- f) No hazardous substances, wastewater, or pollutants are discharged into stormwater systems, natural watercourses, or the environment without authorization.
- g) The storage and handling of chemicals, fuels, oils, and hazardous materials comply with Material Safety Data Sheet (MSDS) requirements and applicable environmental regulations.
- h) Environmental incidents, spills, or pollution events are immediately reported to the *Service Manager* and Eskom Environmental Representative, and corrective actions are implemented without delay.

3.3 Quality assurance requirements

The *Contractor* shall implement and maintain an effective Quality Management System (QMS) to ensure that all services and deliverables comply with the requirements of this contract.

3.3.1 Contractor's Quality Plan

Within two (2) weeks after the Contract Date, the *Contractor* shall submit a Contract / Project Quality Plan to the *Service Manager* for acceptance. The Quality Plan shall describe the systems, procedures and controls that the *Contractor* will implement to ensure compliance with the Works Information and Service Information.

The Quality Plan shall include, but not be limited to:

- The *Contractor's* Quality Policy and Quality Objectives
- Organisation structure and responsibilities for quality management
- Document control procedures
- Inspection and Test Plans (ITP) applicable to the works
- Quality Control Plans (QCP) for major activities
- Procedures for non-conformance control and corrective actions
- Procedures for inspection, testing and verification of materials, equipment and services
- Records management and traceability requirements
- Supplier and subcontractor quality control procedures
- Continuous improvement and internal audit procedures

No work shall commence until the Quality Plan has been accepted by the *Service Manager*.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed

The *Contractor* shall ensure that all personnel employed to provide the service are competent, suitably qualified, medically fit and experienced to perform the work required under this contract.

The *Contractor* shall comply with all applicable South African labour legislation, including but not limited to:

- Labour Relations Act (Act 66 of 1995)
- Basic Conditions of Employment Act (Act 75 of 1997)
- Occupational Health and Safety Act (Act 85 of 1993)
- Employment Equity Act (Act 55 of 1998)
- Immigration Act (Act 13 of 2002), where applicable.

The following minimum requirements shall apply:

a) Competency and Training

Personnel shall possess the necessary technical qualifications and competency training relevant to the services being provided. Evidence of such qualifications and training shall be made available to the Service Manager upon request.

b) Medical Fitness

All personnel working on the Affected Property shall possess a valid certificate of medical fitness issued by a registered occupational health practitioner where required by law or site rules.

c) Work Permits and Foreign Nationals

Foreign nationals employed by the *Contractor* or any subcontractor shall possess valid work permits in accordance with the Immigration Act. Copies of such permits shall be available for verification.

d) Industrial Relations

The *Contractor* shall be responsible for the management of all labour relations matters involving its employees and subcontractors and shall ensure that labour disputes do not disrupt the execution of the service.

e) Use of Local Labour

Where reasonably practicable, the *Contractor* shall utilise labour from designated or local areas surrounding the Affected Property, subject to the availability of suitably qualified personnel.

f) Compliance with Site Rules

All personnel shall comply with Eskom site rules, security requirements, access control procedures, and operational instructions applicable to the Affected Property.

4.1.2 BBBEE and preferencing scheme

The *Contractor* shall comply with all applicable Broad-Based Black Economic Empowerment (B-BBEE) and preferential procurement requirements applicable to this contract.

The *Contractor* shall maintain the B-BBEE status level declared at the time of tender submission for the duration of the contract. Where the *Contractor's* B-BBEE status changes during the contract period, the *Contractor* shall immediately notify the *Service Manager* and provide the relevant updated B-BBEE certificate or sworn affidavit.

The *Contractor* shall comply with the requirements of the Preferential Procurement Policy Framework Act (PPPFA) (Act 5 of 2000), the B-BBEE Act (Act 53 of 2003) and associated regulations.

Where applicable, the *Contractor* shall:

- a) Promote the participation of black-owned enterprises, black women-owned enterprises, youth-owned enterprises and designated groups in the execution of the service.
- b) Implement subcontracting or supplier development initiatives in line with the commitments made in the tender submission.

- c) Ensure that any subcontractors or suppliers utilised for the execution of the service comply with the relevant B-BBEE requirements.
- d) Submit periodic reports to the *Service Manager*, when requested, demonstrating compliance with the B-BBEE commitments made during the tender process.
- e) The *Contractor* shall ensure that all documentation relating to B-BBEE compliance, including certificates, affidavits, and subcontracting arrangements, is maintained and made available for audit or verification by the *Employer* or its authorised representatives.
- f) Failure to comply with the B-BBEE commitments made in the tender submission may constitute non-performance under the contract and may be addressed in accordance with the provisions of the contract.

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

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* ASGI-SA Compliance Schedule.

The *Contractor* shall keep accurate records and provide the *Service Manager* with reports on the *Contractor's* actual delivery against the stated ASGI-SA criteria.

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

The NEC Term Service Contract (TSC3) does not provide for nominated subcontractors. However, the *Employer* may identify certain preferred subcontractors or suppliers with whom the *Contractor* is required to enter into subcontracts for specific services or specialised work.

Where preferred subcontractors or suppliers are identified by the *Employer*, the *Contractor* shall enter into subcontract agreements with such entities for the execution of the relevant portions of the service.

The use of preferred subcontractors may be required where:

- Specialist services or proprietary equipment are required.
- Compliance with the *Employer's* operational standards, specifications or equipment compatibility requirements must be ensured.
- Certain suppliers are approved by the *Employer* for the supply of specialised equipment, spare parts, or technical services.

The *Contractor* shall remain fully responsible for the performance of the subcontractors, including compliance with all contractual obligations relating to health, safety, environmental protection, quality assurance and operational requirements.

Where a preferred subcontractor is unable or unwilling to perform the required service, the *Contractor* shall notify the *Service Manager* and propose an alternative subcontractor for acceptance by the *Service Manager* prior to appointment.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

The *Contractor* shall prepare all subcontract documentation in a manner consistent with the requirements of this contract and shall ensure that subcontract arrangements support the effective delivery of the service.

Where subcontracting is required, the *Contractor* shall prepare clear and comprehensive subcontract documentation, including scope of work, technical specifications, health and safety requirements, environmental requirements, quality requirements, and commercial conditions.

Where reasonably practicable, the *Contractor* shall utilise NEC-based subcontract conditions for the appointment of subcontractors in order to ensure alignment with the principles and obligations of the main

contract. The subcontract documentation shall ensure that all relevant contractual obligations applicable to the *Contractor* are flowed down to the subcontractor, including but not limited to:

- Health, Safety and Environmental requirements
- Quality assurance requirements
- Access and security requirements for the Affected Property
- Reporting and documentation requirements
- Compliance with applicable legislation.

The *Contractor* shall follow a transparent and competitive procurement process when inviting subcontract tenders, unless otherwise agreed with the *Service Manager*.

4.2.3 Limitations on subcontracting

The *Contractor* shall not subcontract the whole of the service under this contract and shall remain fully responsible for the execution of the service in accordance with the requirements of the contract.

The *Contractor* may subcontract portions of the service where specialised skills, equipment, or expertise are required, provided that such subcontracting does not exceed 30% of the total value of the contract, unless otherwise accepted by the *Service Manager*.

The *Contractor* shall obtain the prior acceptance of the *Service Manager* before appointing any subcontractor to perform any part of the service.

4.2.4 Attendance on subcontractors

Where subcontractors are employed by the *Contractor* to perform any part of the service, the *Contractor* shall provide all necessary attendance, coordination and supervision required to ensure that the subcontractors execute their work in accordance with the requirements of this contract.

Attendance on subcontractors shall include, but not be limited to, the following:

a) Provision of Access and Site Facilities

The *Contractor* shall arrange site access, security clearances, and work permits for subcontractors in accordance with the *Employer's* site access and security requirements.

b) Coordination of Work

The *Contractor* shall coordinate the activities of subcontractors with the overall service programme and with other contractors working on the Affected Property to prevent disruption to plant operations.

c) Health, Safety and Environmental Compliance

The *Contractor* shall ensure that subcontractors comply with all health, safety, environmental and quality requirements, including site-specific rules, risk assessments, and safe work procedures applicable to the Affected Property.

d) Supervision and Control

The *Contractor* shall provide adequate supervision and management to ensure that subcontractors perform their work safely, efficiently, and in accordance with the contract requirements.

e) Provision of Services and Utilities

Where required, the *Contractor* shall make available reasonable services such as access to work areas, temporary facilities, communication arrangements, and coordination with plant operations.

f) Performance Responsibility

The *Contractor* remains fully responsible for the performance, conduct, and compliance of all subcontractors and for ensuring that the work carried out by subcontractors meets the required technical, safety and quality standards.

4.3 Plant and Materials

4.3.1 Specifications

All Plant and Materials supplied under this contract shall be new, fit for purpose, free from defects and suitable for the operating conditions at Kendal Power Station. Plant and Materials shall comply with the latest applicable versions of the *Employer's* standards, technical specifications, drawings, OEM requirements, statutory requirements and relevant South African National Standards (SANS).

Without limiting the foregoing, Plant and Materials shall comply, where applicable, with:

- Occupational Health and Safety Act (Act 85 of 1993);
- Construction Regulations;
- SANS 10400 – National Building Regulations;
- SANS 10100 – The Structural Use of Concrete;
- SANS 10162 – The Structural Use of Steel;
- SANS 2001 CS1 – Concrete Works;
- SANS 2001 CC1 – Structural Steelwork;
- SANS 1200 HC – Corrosion Protection of Structural Steelwork;
- Eskom Standard 240-56364545 – Structural Design and Engineering Standard;
- Eskom Standard 240-144332407 – Standard for Eskom Power Stations Concrete Remedial Work;
- Eskom Standard 240-99527377 – Inspection Manual for Civil Works at Eskom Power Stations.

The following minimum material requirements apply unless otherwise specified in approved drawings or technical specifications:

- Structural steel shall be Grade S355JR or approved equivalent;
- Concrete shall be a minimum Grade 35 MPa unless otherwise specified;
- Repair mortars, coatings, sealants, waterproofing products and repair systems shall be approved by the *Service Manager* before use;
- Replacement components shall be equivalent to or better than the original installed equipment and comply with OEM specifications where applicable.

The *Contractor* shall submit material data sheets, certificates of conformity, quality certificates and test reports, where applicable, for acceptance by the *Service Manager* prior to incorporation into the works. No substitution of specified Plant or Materials shall be permitted without the prior written approval of the *Service Manager*.

4.3.2 Correction of defects

The *Contractor* shall ensure that all Plant, Materials, tools and equipment used in the execution of the service are maintained in safe and effective working condition throughout the duration of the contract.

Where any Plant or Materials are found to be defective, damaged or unsuitable for the execution of the service, the *Contractor* shall immediately take corrective action to ensure that the required service levels are maintained.

4.3.3 Contractor's procurement of Plant and Materials

The *Contractor* shall be responsible for the procurement, supply, transportation, delivery and storage of all Plant and Materials required for the execution of the service, except where otherwise stated in this contract. The *Contractor* shall ensure that all Plant and Materials are ordered, inspected and delivered in sufficient time to ensure that the provision of the service is not delayed or disrupted.

The following requirements shall apply to the procurement of Plant and Materials:

a) Procurement and Ordering

The *Contractor* shall procure Plant and Materials from reputable and competent suppliers whose products comply with the specifications and operational requirements of the Affected Property.

b) Transportation and Delivery

All Plant and Materials shall be transported to the Affected Property in a manner that prevents damage or deterioration. Delivery schedules shall be planned to support the continuous cleaning services required under this contract.

c) Handling and Storage

The *Contractor* shall ensure that all Plant and Materials are properly handled, stored and secured on site to prevent damage, contamination, loss or environmental pollution. Storage shall comply with Eskom safety and environmental requirements.

d) Codification and Identification

Where applicable, Plant and Materials supplied under this contract shall be properly identified, labelled and recorded in accordance with the *Employer's* asset management and inventory requirements.

e) Warranties

Where Plant and Materials are supplied with manufacturer warranties, such warranties shall be assigned or made available to the *Employer* where required by the *Service Manager*.

f) Responsibility for Procurement

The *Contractor* shall remain responsible for ensuring that all Plant and Materials used in the execution of the service are fit for purpose, compliant with the contract specifications and available when required.

4.3.4 Tests and inspections before delivery

All Plant, equipment, tools and materials to be used in the execution of the service shall be inspected and tested by the *Contractor* prior to delivery to the Affected Property to ensure that they are fit for purpose, safe for use, and compliant with the requirements of this contract.

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

No Plant and Materials are envisaged to be supplied by the *Employer* on a free-issue basis under this contract. The *Contractor* is responsible for providing all Plant, Materials, equipment, tools, consumables, transport, storage facilities and any other resources necessary for the execution of the service. The Scope of Work requires the *Contractor* to provide all necessary plant, tools and materials needed to carry out the works.

Should the *Employer* elect to provide any Plant or Materials during the service period, the following shall apply:

- Collection points and issue arrangements shall be determined by the *Service Manager*.
- The *Contractor* shall be responsible for off-loading, handling, transportation and distribution after receipt.
- The *Contractor* shall inspect all issued items at the time of receipt and immediately notify the Service Manager of any shortages, defects or damage.
- The *Contractor* shall assume full care, custody and control of all *Employer*-issued Plant and Materials upon receipt.
- The *Contractor* shall provide secure and suitable storage and protection against loss, theft, damage or deterioration.
- The *Contractor* shall maintain accurate records of receipt, use and stock balances of all *Employer*-issued Plant and Materials.
- All unused, surplus or recoverable Plant and Materials shall remain the property of the *Employer* and shall be returned to the *Employer* in a clean and serviceable condition upon completion of the work or when instructed by the *Service Manager*.

4.3.6 Cataloguing requirements by the *Contractor*

Cataloguing is applicable to this contract where Plant, Materials, equipment, components or spares supplied by the *Contractor* are required to be incorporated into Eskom's asset management, warehousing, maintenance or inventory management systems.

The *Contractor* shall comply with the requirements of **Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment (Unique Identifier 240-1289988974)** and any subsequent revisions thereto.

Where applicable, the *Contractor* shall:

- Provide all technical, commercial and manufacturer information required to facilitate the cataloguing of Plant and Materials.
- Submit complete and accurate cataloguing data for all new items supplied under the contract, including OEM information, manufacturer part numbers, technical specifications, dimensions, material descriptions and supporting documentation.
- Ensure that all supplied items are identified, labelled and referenced in accordance with Eskom cataloguing requirements.
- Support the *Employer* in the creation, amendment or verification of catalogue records where requested.
- Provide cataloguing information within the timeframes stipulated by the *Service Manager* to avoid delays in the acceptance, payment or incorporation of Plant and Materials into Eskom systems.
- Correct and resubmit any rejected cataloguing information at no additional cost to the *Employer*.

No Plant, Materials, equipment or spares requiring cataloguing shall be deemed complete for handover until the required cataloguing information has been submitted and accepted by the *Employer*.

Where no new Plant, Materials, equipment, components or spares requiring inclusion in Eskom stores are supplied under this contract, cataloguing requirements shall not apply.

The *Contractor* shall make provision in its rates and prices for all activities associated with compliance to Eskom cataloguing requirements.

5 Working on the Affected Property

This section of the Service Information establishes the constraints, facilities, services, access requirements and site rules applicable to the *Contractor* while carrying out the service at Kendal Power Station.

The *Contractor* shall execute all work in accordance with Eskom's safety, health, environmental, security and operational requirements. The *Contractor* is responsible for providing all resources necessary to perform the service and shall comply with all applicable legislation, Eskom procedures, standards and site-specific requirements. The *Contractor* remains responsible for the supervision, management and control of its employees, subcontractors and agents whilst working on the Affected Property.

The *Contractor* shall:

- Obtain and comply with all Site Entry, Security Clearance, Permit-to-Work, Lock-Out, Tag-Out and plant isolation requirements before commencing any work.
- Comply with the Occupational Health and Safety Act, Construction Regulations, Eskom SHE requirements and all applicable environmental legislation and procedures.
- Maintain good housekeeping standards and keep work areas clean, safe and free from obstructions at all times.
- Restrict activities to authorised work areas and comply with all instructions issued by the *Service Manager* or authorised *Employer* representatives.
- Protect existing infrastructure, services, equipment, roads, buildings and utilities from damage during execution of the service.
- Provide all plant, equipment, tools, transportation, storage facilities, consumables and temporary works necessary for the execution of the service unless specifically stated otherwise in the Service Information.
- Ensure that all personnel attend mandatory site inductions and possess the required competency, medical fitness and statutory certifications applicable to the work being performed.
- Use only those facilities, laydown areas, storage areas and access routes allocated by the *Service Manager* and return such areas in a clean and acceptable condition at completion of the service.

The *Employer* reserves the right to suspend or stop any work which, in the opinion of the *Service Manager*, presents an unacceptable safety, environmental, security or operational risk. The *Contractor* shall immediately comply with such instruction without entitlement to additional compensation unless otherwise provided for in the Conditions of Contract.

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

The *Contractor* shall comply with all Eskom and Kendal Power Station security, access control, safety, health, environmental and operational requirements applicable to the Site. No person shall be permitted access to the Site without the necessary authorization, security clearance, induction and permits required by the *Employer*. The *Contractor* shall make due allowance in its rates and prices for compliance with these requirements.

The *Contractor* shall:

- Ensure that all personnel attend and successfully complete the *Employer's* Site Induction Programme before commencing work on Site.
- Ensure that all personnel are medically fit, suitably trained, competent and in possession of valid identification and certifications required for the execution of the service.
- Comply with all security procedures, access control measures, searches, inspections and escort requirements implemented by the *Employer*.
- Obtain all permits, authorisations and approvals required before commencing work, including Permit-to-Work, plant isolation, lock-out and tag-out requirements where applicable.

- Comply with all *Employer* procedures, operating regulations, site notices, safety rules and instructions issued by the *Service Manager* or authorised *Employer* representative.
- Ensure that employees, subcontractors, visitors, vehicles, tools and equipment entering the Site comply with the *Employer's* security and access requirements

a) Site Traffic, Access Routes and Walkways

- The *Contractor* shall use only approved access routes, roads, gates, parking areas and walkways designated by the *Employer*.
- Site speed limits, road signs, traffic management measures and pedestrian controls shall be strictly adhered to at all times.
- Vehicles and equipment shall not obstruct roads, emergency access routes, walkways, fire-fighting equipment, emergency exits or operational plant areas.
- The *Contractor* shall obtain approval from the *Service Manager* before restricting access to any road, walkway or operational area.

b) Barricading and Demarcation

- The *Contractor* shall provide, erect, maintain and remove all barricades, barriers, warning signs, notice boards, access restrictions, demarcation tape and safety signage necessary to protect personnel, plant and equipment.
- Excavations, overhead work areas, lifting operations, openings, confined spaces and hazardous work areas shall be adequately barricaded and controlled at all times.
- Barricading shall comply with Eskom SHE requirements and shall remain in place until the hazard has been removed or the area has been made safe.

c) Housekeeping and Site Discipline

- The *Contractor* shall maintain good housekeeping standards and keep all work areas in a clean, orderly and safe condition throughout the service period.
- Waste, rubble, scrap material and surplus materials shall be removed regularly and disposed of in accordance with Eskom environmental requirements.
- Smoking, alcohol, drugs, firearms and any prohibited items are not permitted on Site except where specifically authorised by the *Employer*.

The *Employer* reserves the right to deny entry to, remove from Site, or require replacement of any person who fails to comply with Site security, permit, operational, safety, health or environmental requirements.

5.2 People restrictions, hours of work, conduct and records

The *Contractor* shall comply with all restrictions applicable to personnel working on the Affected Property and shall ensure that its employees, subcontractors, agents and visitors comply with all *Employer* requirements relating to access, conduct, safety, health, environment and security while on Site. The *Contractor* remains responsible for the supervision and control of all personnel engaged in the service.

a) Hours of Work

- Normal working hours shall be as directed by the *Service Manager* and shall be subject to operational, safety and security requirements of Kendal Power Station.
- Work outside normal working hours, including overtime, weekends and public holidays, shall only be undertaken with the prior approval of the *Service Manager* where such approval is required.
- The *Employer* reserves the right to restrict or suspend work activities where operational, safety, environmental or security considerations so require.

b) Conduct on Site

The *Contractor* shall ensure that all personnel:

- Conduct themselves in a professional and disciplined manner at all times.
- Comply with all Site rules, safety requirements, permit conditions and lawful instructions of the *Service Manager* or authorised *Employer* representatives.

- Refrain from behaviour that may endanger personnel, plant, equipment or the environment.
- Observe all security, housekeeping, traffic and access control requirements applicable to the Site.

5.3 Health and safety facilities on the Affected Property

The *Contractor* shall comply with all applicable requirements of the Occupational Health and Safety Act (OHSA), Eskom's Health and Safety Standards, and the health and safety requirements stated in this Service Information.

a) First Aid Facilities

The *Employer* maintains designated First Aid facilities on the Affected Property for emergency response purposes. The locations of these facilities will be communicated to the *Contractor* during site induction and may be updated from time to time.

The *Contractor* shall ensure that:

- A sufficient number of trained First Aiders are available on site in accordance with statutory requirements.
- Adequate first aid equipment and supplies are provided for the *Contractor's* workforce at all work locations.
- All injuries, incidents, and near misses are reported immediately in accordance with Eskom procedures and legislative requirements.

b) Emergency Arrangements

The *Contractor* shall familiarize itself with all site emergency procedures, evacuation routes, assembly points, emergency contact numbers, and alarm systems during site induction.

In the event of an emergency, the *Contractor* shall:

- Comply with all instructions issued by the *Employer's* authorized personnel.
- Participate in emergency drills when required.
- Ensure that all personnel evacuate to the designated assembly points when instructed.
- Maintain an accurate personnel register to facilitate emergency accountability.

c) Contractor Responsibilities

The *Contractor* remains fully responsible for the health and safety of its employees, Subcontractors, and visitors under its control and shall provide all necessary health and safety resources, equipment, supervision, and arrangements required for the execution of the service.

The availability of *Employer*-provided emergency or first aid facilities does not relieve the *Contractor* of any statutory or contractual health and safety obligations.

5.4 Environmental controls, fauna & flora

The *Contractor* shall comply with all applicable environmental legislation, Eskom environmental management requirements, site-specific environmental procedures, and any instructions issued by the *Employer* regarding the protection of the environment on and around the Affected Property.

The *Contractor* shall conduct the service in a manner that prevents pollution, minimizes environmental impacts, and protects fauna, flora, water resources, soil, and the surrounding environment.

The *Contractor* shall ensure that:

- No vegetation is removed, damaged, or disturbed without the prior written approval of the *Employer*.
- No wildlife, livestock, birds, or other fauna are harmed, disturbed, trapped, fed, or removed from the Affected Property.
- Waste is segregated, handled, stored, transported, and disposed of at approved facilities in accordance with applicable legislation and Eskom requirements.
- Fuel, oils, chemicals, cement, paints, and other hazardous substances are stored, handled, and used in a manner that prevents spills, leaks, contamination, or pollution.

- Any environmental incident, spill, contamination event, or non-compliance is reported immediately to the *Employer*, and appropriate corrective measures are implemented without delay.
- Work areas are maintained in a clean and orderly condition and restored to an acceptable condition upon completion of the service.

The *Contractor* shall provide and maintain suitable spill containment and clean-up materials at all work locations where hazardous substances are stored or used.

The *Employer* may suspend any activity which poses an unacceptable environmental risk until adequate corrective actions have been implemented by the *Contractor* at its own cost.

The *Contractor* remains responsible for all environmental impacts arising from its operations and those of its Subcontractors during the execution of the service.

5.5 Cooperating with and obtaining acceptance of Others

The *Contractor* shall cooperate with the *Employer*, Other contractors, statutory authorities, inspection agencies, and any other parties identified by the *Employer* as working on or affecting the Affected Property. The *Contractor* shall plan and execute the service to avoid interference with the activities of Others and shall coordinate its activities to ensure the safe and uninterrupted operation of Kendal Power Station.

a) Cooperation with Others

The *Contractor* shall:

- Liaise and coordinate work activities with the *Employer* and Others occupying or working on the Affected Property.
- Attend coordination, planning, progress, safety, environmental and interface meetings as required by the *Employer*.
- Provide reasonable access to work areas and cooperate in the sharing of facilities, services, access routes, and work fronts.
- Schedule and perform work in a manner that minimizes disruption to station operations and the activities of Others.
- Immediately notify the *Employer* of any actual or potential conflict, obstruction, delay, or interface issue involving Others.

The *Contractor* shall not be entitled to additional cost or time arising from a failure to cooperate with Others.

b) Statutory Authorities and Inspection Agencies

Where required by legislation, standards, permits, or the Service Information, the *Contractor* shall liaise with and obtain acceptance, approvals, permits, certificates, inspections, or clearances from the relevant statutory authorities, regulatory bodies, inspection agencies, or competent persons.

The *Contractor* shall:

- Submit all required documentation, drawings, method statements, test certificates, and records to the relevant authority or agency.
- Arrange and coordinate inspections and witness points required for the service.
- Ensure that all statutory approvals and acceptances are obtained before the relevant work is commenced, placed into service, or handed over, as applicable.
- Promptly provide copies of all approvals, permits, certificates, inspection reports, and correspondence to the *Employer*.

The *Contractor* shall remain responsible for compliance with all applicable statutory and regulatory requirements related to the execution of the service.

c) Acceptance by the *Employer*

Where acceptance by the *Employer*, statutory authorities, inspection agencies, manufacturers, or other designated parties is required, the *Contractor* shall provide sufficient notice and supporting documentation to enable such acceptance to be obtained without delay to the service.

No acceptance, approval, inspection, or certification by Others shall relieve the *Contractor* of its obligations for the quality, compliance, and performance of the service.

5.6 Records of *Contractor's* Equipment

The *Contractor* shall maintain complete and accurate records of all Equipment brought onto, used on, and removed from the Affected Property for the execution of the service.

Equipment includes, but is not limited to, vehicles, construction plant, lifting equipment, cranes, scaffolding, access platforms, tools, generators, compressors, welding machines, testing equipment, and any other temporary works equipment required for the service.

5.7 Equipment provided by the *Employer*

The *Employer* may, at its sole discretion, make certain equipment available to the *Contractor* for the execution of the service. Such equipment may include, but is not limited to, overhead cranes, fixed lifting facilities, access platforms, utility services, and other site infrastructure identified by the *Employer*.

The availability and use of *Employer*-provided equipment shall be subject to operational requirements, accessibility, safety requirements, and authorization by the *Employer*.

a) Conditions of Use

The *Contractor* shall:

- Obtain prior approval from the *Employer* before using any *Employer*-provided equipment.
- Use the equipment only for the purpose for which it is intended and within its specified operating limits.
- Ensure that only competent, trained, and authorized personnel operate the equipment.
- Comply with all Eskom safety procedures, operating instructions, permit requirements, and site regulations applicable to the equipment.
- Conduct pre-use inspections and immediately report any defects, malfunctions, damage, or unsafe conditions to the *Employer*.

b) *Contractor's* Responsibility

The provision of equipment by the *Employer* does not relieve the *Contractor* of its responsibility to provide all other plant, tools, equipment, labour, supervision, and resources necessary to complete the service in accordance with the Scope of Work and the Conditions of Contract.

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

In accordance with NEC3 Term Service Contract (TSC3) Clause 25.2, the *Employer* shall make available certain site services and facilities on the Affected Property to facilitate the execution of the service.

The following services may be provided by the *Employer*, subject to availability and operational requirements:

- Designated connection points for electricity supply.
- Potable and non-potable water supply points.
- Designated waste collection and disposal facilities.
- Ablution and sanitation facilities at designated locations.
- Existing fire protection systems and emergency response facilities.

The exact locations of available services, connection points, and facility access arrangements shall be communicated during site induction, site handover, or by the *Employer's Representative*.

The *Contractor* shall:

- Obtain approval from the *Employer* before making any connection to *Employer* services.
- Use only the designated connection points identified by the *Employer*.
- Ensure that all temporary connections, cables, hoses, distribution boards, and associated equipment comply with statutory, safety, environmental, and Eskom requirements.
- Protect *Employer* infrastructure from damage and immediately report any defects or incidents.
- Avoid overloading or interfering with existing services and plant operations.
- Remove all temporary connections and reinstate affected areas upon completion of the service.

The *Contractor* shall be responsible for the provision, installation, operation, maintenance, protection, and removal of all temporary facilities, distribution equipment, extension leads, hoses, lighting, communication equipment, and ancillary items required to utilize the services provided by the *Employer*.

The *Employer* does not guarantee the continuous availability, capacity, or uninterrupted supply of any site service or facility, and the *Contractor* shall make do allowance for operational and plant-related constraints. Except for the services and facilities expressly stated above, the *Contractor* shall provide everything else necessary for Providing the Service.

5.8.2 Provided by the *Contractor*

The *Contractor* shall provide all resources, facilities, equipment, materials, consumables, personnel and support services necessary for the successful execution of the Works. The *Contractor* shall ensure that all resources are available throughout the contract period and are maintained in a condition suitable for safe and efficient execution of the services.

The *Contractor* shall provide, as a minimum, the following:

a) Tools, Plant and Equipment

The *Contractor* shall provide all tools, specialised equipment and plant required for inspection, testing, maintenance, repair, refurbishment, installation and commissioning activities, including:

- Refrigerant recovery and charging equipment.
- Leak detection equipment.
- Vacuum pumps.
- Electrical test instruments.
- Pressure gauges and manifolds.
- Flow, pressure and temperature measuring instruments.
- Vibration monitoring equipment.
- Lifting and rigging equipment.
- Portable power tools.
- Cleaning and flushing equipment.
- Alignment and calibration equipment.

All test and measuring instruments shall be calibrated by an accredited calibration facility and valid calibration certificates shall be available for inspection by the *Employer*.

b) Materials and Consumables

The *Contractor* shall provide all materials and consumables required for the execution of the Works, including:

- Refrigerants.
- Compressor oils and lubricants.
- Cleaning chemicals.
- Filters and strainers.
- Gaskets and seals.
- Pipework fittings and accessories.
- Insulation materials.
- Electrical consumables.
- Fasteners and installation materials.
- Replacement components and spare parts.

c) Temporary Facilities

- The *Contractor* shall provide any temporary facilities required for the performance of the Works, including:
- Temporary storage facilities.
- Secure storage for tools and equipment.
- Temporary working platforms where required.
- Portable communication devices.
- Transportation of personnel, materials and equipment.
- Waste collection and disposal arrangements

d) Spare Parts and Breakdown Support

The *Contractor* shall maintain access to sufficient critical and operational spare parts and specialist resources to support planned maintenance activities and emergency breakdown response requirements throughout the contract period.

The *Contractor* shall be solely responsible for the provision, maintenance, replacement and certification of all resources required to execute the Works and no claim arising from the unavailability of Contractor-provided resources shall be accepted by the *Employer*.

e) Removal and Reinstatement upon Completion

Upon completion or termination of the contract, the *Contractor* shall:

- Remove all temporary facilities, equipment, materials, waste, and debris from the Affected Property.
- Reinstatement all areas affected by its operations to a condition acceptable to the *Employer*.
- Dispose of waste and redundant materials in accordance with applicable environmental requirements.
- Vacate all facilities and areas occupied for the purposes of the service within the time period instructed by the *Employer*.

No temporary facility, structure, installation, material, or equipment may be abandoned on the Affected Property without the prior written acceptance of the *Employer*.

The *Contractor* shall provide and maintain all facilities, resources, and support services necessary for Providing the Service and meeting its obligations under the contract.

5.9 Control of noise, dust, water and waste

The *Contractor* shall conduct all activities in a manner that minimizes nuisance, pollution, environmental impact, and interference with Eskom operations, employees, contractors, and the surrounding environment.

The *Contractor* shall comply with all applicable environmental legislation, Eskom environmental requirements, site-specific environmental procedures, and instructions issued by the *Employer*.

a) Noise Control

The *Contractor* shall:

- Take all reasonable measures to minimize noise generated by its activities, equipment, vehicles, and personnel.
- Ensure that plant and equipment are fitted with effective silencers, mufflers, and noise-control devices where applicable.
- Restrict noisy activities to approved working hours unless otherwise authorized by the *Employer*.
- Immediately investigate and implement corrective actions where excessive noise levels are reported or identified.

b) Dust Control

The *Contractor* shall:

- Prevent and control the generation and spread of dust arising from its operations.
- Implement appropriate dust suppression measures, including wetting down of work areas, covering of materials, and other suitable control methods where necessary.
- Ensure that transported materials likely to create dust are adequately covered and secured.
- Prevent dust from affecting plant operations, buildings, equipment, personnel, and adjacent work areas.

c) Water Control

The *Contractor* shall:

- Prevent contamination of stormwater systems, watercourses, drainage channels, soil, and groundwater.
- Ensure that water used during the execution of the service is controlled to prevent flooding, ponding, erosion, or damage to property.
- Prevent the discharge of oils, fuels, chemicals, cementitious materials, wastewater, or other pollutants into the environment.
- Promptly contain and clean up any spill, leak, or uncontrolled discharge resulting from its activities.

d) Waste Management

The *Contractor* shall:

- Minimize waste generation wherever practicable.
- Segregate waste streams in accordance with Eskom waste management requirements.
- Store waste in designated containers and areas approved by the *Employer*.
- Remove and dispose of waste only at approved disposal or recycling facilities.
- Maintain records of waste disposal where required by legislation or the *Employer*.
- Ensure that no waste is buried, burned, dumped, or abandoned on the Affected Property.

Hazardous waste shall be handled, transported, and disposed of by appropriately licensed service providers in accordance with applicable legislation.

e) Housekeeping

The *Contractor* shall maintain all work areas in a clean, safe, and orderly condition at all times. Accumulated waste, scrap materials, packaging, surplus materials, and debris shall be removed regularly and shall not be allowed to create safety, environmental, or operational risks.

The *Contractor* shall remain responsible for all costs associated with the control of noise, dust, water, and waste arising from its operations and those of its Subcontractors.

Upon completion of the service, the *Contractor* shall leave the Affected Property clean, free of waste and debris, and in a condition acceptable to the *Employer*.

5.10 Hook ups to existing works

The *Contractor* shall be responsible for all connections, tie-ins, interfaces, and reinstatement works associated with existing civil infrastructure and services at Kendal Power Station. All hook-ups to existing works shall be carefully planned, coordinated, and executed to prevent disruption to plant operations, infrastructure integrity, personnel safety, and environmental compliance.

- No connection to existing structures, utilities, services, drainage systems, roads, buildings, water reticulation systems, or other infrastructure shall be undertaken without the prior acceptance of the *Service Manager* and relevant Eskom representative.
- The *Contractor* shall verify the exact location, condition, dimensions, and configuration of existing works before commencing any hook-up activities.
- Existing services affected by the Works, including water, drainage, stormwater, sanitary systems, roads, fencing, and building services, shall remain operational unless otherwise instructed by the *Service Manager*.
- Any required isolation, shutdown, excavation permit, Permit-to-Work, or access authorisation shall be obtained by the *Contractor* in accordance with Eskom procedures before commencing the work.
- The *Contractor* shall protect all existing infrastructure from damage during execution of the Works and shall immediately report any damage, service interruption, or unforeseen condition to the *Service Manager*.
- All tie-ins and connections shall be executed using materials, fittings, workmanship, and installation practices that are compatible with the existing infrastructure and comply with applicable Eskom standards, relevant SANS specifications, OEM requirements, and statutory regulations.
- Upon completion of hook-up activities, the *Contractor* shall test, inspect, and commission the affected infrastructure to demonstrate compliance with performance and quality requirements.
- Any disturbed surfaces, finishes, roads, drainage channels, landscaping, coatings, structures, or facilities shall be reinstated to a condition equal to or better than that existing before commencement of the Works.
- The *Contractor* shall update all relevant drawings, records, red-line mark-ups, and as-built documentation to reflect modifications and new connections made to existing works.
- No additional compensation shall be payable for normal coordination, investigation, temporary support, protection, or reinstatement activities associated with hook-ups to existing works unless specifically identified in the Price List.

This clause shall be read in conjunction with the requirements for permits, safety controls, quality management, and engineering change management applicable to the Contract.

5.11 Tests and inspections

5.11.1 Description of tests and inspections

The *Contractor* shall perform all inspections, examinations, tests and measurements necessary to verify the condition, integrity, performance, reliability and compliance of HVAC equipment and associated systems installed at Kendal Power Station. All tests and inspections shall be conducted by competent personnel

using calibrated instruments and in accordance with applicable Eskom standards, manufacturer recommendations, SANS requirements and approved quality procedures.

The *Contractor* shall carry out tests and inspections during routine maintenance activities, condition assessments, repairs, refurbishment work, installation of new equipment, commissioning activities and fault-finding investigations

The minimum inspection and testing requirements shall include:

a) General System Inspections

- Visual inspection of the complete chiller and Dx unit systems.
- Verification of equipment condition and operating status.
- Inspection of insulation, pipework, valves, fittings and supports.
- Identification of leaks, corrosion, deterioration and abnormal operating conditions.
- Verification of safety devices and protection systems.
- Inspection of control panels and electrical equipment.
- Recording of operating parameters before and after maintenance activities.

b) Compressor Tests and Inspections

The *Contractor* shall record and evaluate:

- Suction pressure.
- Discharge pressure.
- Suction temperature.
- Discharge temperature.
- Running current on all phases.
- Operating voltage.
- Compressor operating hours, where available.
- Oil pressure and differential pressure, where applicable.
- Oil level and oil condition.
- Compressor vibration levels.
- Refrigerant superheat and sub-cooling values, where applicable.

c) Electrical Tests and Inspections

The *Contractor* shall perform electrical condition assessments including:

- Motor winding resistance tests.
- Insulation resistance tests.
- Phase-to-phase resistance measurements.
- Phase current balance measurements.
- Verification of terminal condition and tightness.
- Inspection of contactors and overload protection devices.
- Verification of motor protection systems.
- Earth continuity testing.
- Inspection for overheating, electrical damage and deterioration.

d) Refrigerant Circuit Tests and Inspections

The *Contractor* shall perform the following:

- Refrigerant pressure checks.
- Leak detection testing.
- Inspection of refrigerant piping, joints and fittings.
- Verification of service valve condition.
- Inspection of refrigerant sight glasses where fitted.

- Inspection of filter driers.
- Verification of expansion valve performance.
- Verification of solenoid valve operation.
- Assessment of refrigerant charge condition.
- Superheat and sub-cooling measurements.
- Verification of temperature sensor functionality.
- Inspection of suction line insulation.

e) Condenser and Evaporator Inspections

The *Contractor* shall:

- Inspect condenser and evaporator tube condition.
- Check for fouling, scaling and blockages.
- Inspect water boxes and tube sheets.
- Check for corrosion and leakage.
- Inspect gaskets and sealing arrangements.
- Verify flow conditions.
- Conduct inspections before and after cleaning activities.
- Perform mechanical or chemical cleaning where required.

f) Water System Performance Tests

For water-cooled chillers the following measurements shall be taken:

Chilled Water Circuit

- Entering temperature and pressure.
- Leaving temperature and pressure.
- Flow rate.

Condenser Water Circuit

- Entering temperature and pressure.
- Leaving temperature and pressure.
- Flow rate.

g) AHU and Dx Unit Inspections

The *Contractor* shall inspect and test:

- Air Handling Unit (AHU) condition.
- Cooling coils.
- Filters and strainers.
- Refrigerant flow.
- Refrigerant temperature measurements.
- Air-side and refrigerant-side performance.
- Evidence of leakage, fouling and deterioration.

h) Performance and Efficiency Testing

The *Contractor* shall conduct performance and efficiency tests to verify equipment operation and system effectiveness. Testing shall include:

- Chiller performance testing.
- Cooling capacity verification.
- Refrigerant operating condition assessment.
- Water flow verification.
- Electrical consumption measurements.
- Equipment reliability validation.
- Functional testing following maintenance, repairs and commissioning activities.

i) Commissioning and Acceptance Testing

For newly supplied or replaced equipment, the *Contractor* shall perform:

- Factory Acceptance Testing (FAT).
- Site Acceptance Testing (SAT).
- Functional testing.
- Performance testing.
- Commissioning verification.
- Reliability and operational testing under normal operating conditions.

j) Inspection and Test Reports

Following completion of all inspections and tests, the *Contractor* shall submit comprehensive inspection and test reports containing:

- Equipment identification details.
- Date of inspection or test.
- Test instruments utilised.
- Recorded measurements and readings.
- Before-and-after maintenance results.
- Defects and non-conformances identified.
- Corrective actions recommended.
- Performance test results.
- Commissioning and acceptance records, where applicable.

All inspection, testing and performance records shall become part of the permanent maintenance history of the equipment and shall be submitted to the *Employer* for review and acceptance.

k) Quality Documentation and Records

- Review and acceptance of material certificates, batch records, calibration certificates, and manufacturer data sheets.
- Verification that approved QCPs are implemented throughout execution.
- Inspection and review of completed inspection and test records.
- Verification of as-built documentation and red-line mark-ups where modifications have been made.

l) Employer and Service Manager Inspections

The *Service Manager*, *Employer*, Quality Assurance personnel, Safety representatives, and other authorised persons may:

- Witness any test or inspection.
- Audit the *Contractor's* quality management system and records.
- Conduct random inspections of the Works, materials, equipment, and workmanship.
- Require the *Contractor* to uncover or retest completed work where reasonable grounds exist to question compliance.
- Reject any work, material, or equipment that does not conform to the Contract requirements.

All test results, inspection reports, check sheets, non-conformance reports, corrective actions, and acceptance records shall be submitted to the *Service Manager* in accordance with the approved Quality Control Plan and Eskom QM58 requirements.

5.11.2 Materials facilities and samples for tests and inspections

In accordance with NEC3 TSC Core Clause 40.2, the *Contractor* shall provide all materials, labour, equipment, tools, facilities, test instruments, access equipment, and samples necessary to carry out the specified tests and inspections, unless otherwise stated in this Contract. The *Service Manager* and *Employer* shall have access to all testing and inspection activities and associated records.

a) Materials and Facilities Provided by the Contractor

The *Contractor* shall provide all labour, supervision, materials, equipment, consumables, tools, testing instruments, transport, specialised resources and facilities required for the execution of the Works. The *Contractor* shall ensure that all materials and equipment supplied are new, fit for purpose, of acceptable quality and compliant with applicable Eskom standards, manufacturer requirements and relevant statutory regulations.

The materials and facilities provided by the *Contractor* shall include, but not be limited to, the following:

Materials

- New water-cooled chillers and Direct Expansion (Dx) units where replacement is required.
- Refrigerants complying with current environmental and SANS requirements.
- Compressors, condenser components, evaporator components and associated HVAC equipment required for repairs and refurbishment.
- Mechanical, electrical and control system components required for maintenance and installation activities.
- Lubricants, compressor oils, cleaning chemicals and treatment agents required during servicing activities.
- Insulation materials, gaskets, filters, strainers, valves, fittings and pipework components required for repairs and replacements.
- Critical and operational spare parts necessary to support preventative maintenance, corrective maintenance and breakdown response activities.

Plant, Equipment and Tools

The *Contractor* shall provide:

- Portable and fixed maintenance equipment.
- Refrigerant recovery and charging equipment.
- Vacuum pumps and leak detection equipment.
- Pressure testing equipment.
- Vibration monitoring instruments.
- Temperature, pressure and flow measuring instruments.
- Electrical testing equipment, including insulation resistance testers and multimeters.
- Lifting and rigging equipment required for removal and installation of HVAC equipment.
- Hand tools and specialised HVAC servicing equipment.

All measuring and testing equipment shall be calibrated and calibration certificates shall be made available to the *Employer* upon request.

Facilities and Support Resources

The *Contractor* shall provide and maintain:

- Adequate transportation for personnel, tools, equipment and materials.
- Temporary storage facilities for materials and spare parts where required.
- Temporary work facilities necessary for the execution of the Works.
- Communication equipment required for site coordination and emergency support.
- Site supervision and technical support personnel.
- Emergency breakdown response resources throughout the contract period.

Quality and Safety Documentation

The *Contractor* shall provide the necessary documentation and management systems to support the Works, including:

- Quality Control Plans (QCPs).
- Method Statements.
- Risk Assessments.
- Safety Files.

- Inspection and Test Records.
- Commissioning Procedures.
- Operation and Maintenance Manuals.
- Training Material.
- Equipment Datasheets and Warranty Documentation.

b) Samples to be Submitted by the Contractor

Before the procurement, manufacture, supply, installation or use of any material, equipment or component on the Works, the *Contractor* shall submit representative samples, technical information and supporting documentation to the *Employer* for review and acceptance where applicable. No material or equipment requiring approval shall be incorporated into the Works without the prior written acceptance of the *Employer*.

The *Contractor* shall submit samples and supporting information for, but not limited to, the following:

Equipment Samples and Technical Submissions

- Chillers proposed for supply and installation.
- Direct Expansion (Dx) units proposed for replacement works.
- Refrigerants proposed for use in replacement or retrofit applications.
- Compressors and major mechanical components where replacement is required.
- Air Handling Unit (AHU) cooling coils and associated replacement components.
- Control and instrumentation equipment.
- Electrical protection and control devices.

The submission shall include:

- Manufacturer's datasheets.
- Product brochures.
- Technical specifications.
- Performance curves.
- Equipment dimensions and weights.
- Electrical requirements.
- Compliance certificates.
- Warranty information.

Material Samples

Where required by the *Employer*, the *Contractor* shall submit samples of:

- Pipe insulation materials.
- Gaskets and sealing materials.
- Filters and strainers.
- Lubricants and compressor oils.
- Refrigerants.
- Protective coating and corrosion protection materials.
- Fasteners and ancillary installation materials.

Spare Parts Samples

Where requested, the *Contractor* shall provide samples and catalogues of critical spare parts intended to support the HVAC systems during the contract period, including:

- Compressor components.
- Electrical control components.
- Refrigeration components.
- Sensors and instrumentation.
- Filter driers.
- Valves and actuators.

Documentation Accompanying Samples

All samples shall be accompanied by the following information:

- Product identification and description.
- Manufacturer's name and country of origin.
- Applicable standards and compliance certificates.
- Material safety data sheets (where applicable).
- Quality assurance documentation.
- Test certificates.
- Expected service life and maintenance requirements.

Approval Requirements

Submission of samples shall not relieve the *Contractor* of responsibility for ensuring that the final supplied products comply fully with the Contract requirements. Acceptance of samples by the *Employer* shall not constitute acceptance of any non-compliant material, equipment or workmanship subsequently supplied or installed. The *Employer* reserves the right to reject any sample that does not comply with the specified requirements.

Sample Register

The *Contractor* shall maintain a sample register indicating:

- Date submitted.
- Description of sample.
- Manufacturer details.
- Approval status.
- Date of acceptance or rejection.
- Reference to the applicable equipment or installation.

The sample register shall be made available to the *Employer* upon request throughout the duration of the contract.

c) Facilities Provided by the *Employer*

The *Employer* shall provide, where reasonably available:

- Access to the affected work areas, subject to site access requirements, permits, safety clearances, and operational constraints.
- Access to existing drawings, records, specifications, standards, and asset information relevant to the works.
- Attendance by the *Service Manager*, Employer representatives, Quality personnel, and other authorised persons required to witness inspections and tests.
- Access to Employer-owned infrastructure and systems necessary for verification, functional testing, and commissioning activities.

d) Test and Inspection Records

The *Contractor* shall establish, maintain and submit comprehensive test and inspection records for all activities performed under the Contract. The records shall provide objective evidence that the equipment has been inspected, tested, maintained, repaired, installed and commissioned in accordance with the Contract requirements, applicable standards and approved quality procedures.

All records shall be completed by competent personnel, be legible and traceable to the specific equipment, and be made available to the *Employer* upon request. The *Contractor* shall retain copies of all records for the duration of the Contract and any retention period specified by the *Employer*.

The *Contractor* shall maintain records for, but not limited to, the following:

General Inspection Records

- Equipment identification and location.

- Date and time of inspection.
- Name of inspector and organisation.
- Equipment condition assessment.
- Defects or non-conformances identified.
- Corrective actions recommended.
- Follow-up action requirements.

Maintenance Inspection Records

The *Contractor* shall record all measurements obtained during servicing and maintenance activities, including:

- Operating pressures.
- Operating temperatures.
- Flow measurements.
- Voltage readings.
- Current measurements.
- Compressor operating hours.
- Oil level and condition assessments.
- Refrigerant charge condition.
- Vibration measurements.
- Leak inspection results.

Electrical Test Records

The *Contractor* shall maintain records of all electrical inspections and tests, including:

- Insulation resistance results.
- Winding resistance measurements.
- Phase-to-phase resistance values.
- Phase current balance measurements.
- Earth continuity test results.
- Protection device verification.
- Contactor inspections.
- Evidence of electrical defects and corrective actions.

Refrigerant and Oil Analysis Records

The *Contractor* shall maintain records of:

- Refrigerant pressure measurements.
- Refrigerant leak detection findings.
- Refrigerant top-up quantities.
- Oil sampling results.
- Oil condition assessments.
- Oil replacement activities.
- Refrigerant recovery and disposal records, where applicable.

Condenser, Evaporator and AHU Inspection Records

Inspection records shall include:

- Tube condition assessments.
- Fouling and scaling observations.
- Corrosion findings.
- Leakage inspection results.
- Water box and tube sheet inspections.
- Cleaning activities completed.
- Before-and-after inspection observations.

Performance Test Records

The *Contractor* shall record all performance testing results, including:

- Cooling capacity measurements.
- Chilled water temperatures and pressures.
- Condenser water temperatures and pressures.
- Flow rate measurements.
- Refrigerant temperatures and pressures.
- Electrical consumption measurements.
- Efficiency test results.
- Operating performance verification results.

Installation and Commissioning Records

For new or replacement equipment, the *Contractor* shall maintain and submit:

- Factory Acceptance Test (FAT) records.
- Site Acceptance Test (SAT) records.
- Commissioning reports.
- Performance verification reports.
- Functional test results.
- Equipment configuration records.
- Final acceptance documentation

Non-Conformance and Corrective Action Records

The *Contractor* shall maintain a register reflecting:

- Defects identified during inspections and tests.
- Non-conforming equipment or materials.
- Root cause investigations.
- Corrective actions implemented.
- Verification of corrective action effectiveness.
- Close-out approvals.

Reporting Requirements

Following any maintenance, repair, testing, installation or commissioning activity, the *Contractor* shall submit a detailed report containing:

- Equipment details.
- Scope of work performed.
- Recorded test and inspection data.
- Before-and-after results.
- Defects identified.
- Outstanding actions.
- Recommendations for future maintenance or repairs.
- Photographic evidence where applicable.

All test and inspection records shall form part of the permanent maintenance history of the HVAC equipment and shall be submitted to the *Employer* in hard copy and/or electronic format as required by the Contract.

6 List of drawings

6.1 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