NEC3 Term Service Contract (TSC3)

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

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

for **Refurbishment and Supply Pumps for a Period of 3 Years at Matla Power Station (Outside Plant)**

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

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

PART C1: AGREEMENTS & CONTRACT DATA

Contents: **No of pages**

C1.1 Form of Offer & Acceptance

Offer

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

Title of the Contract

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

Tenderer's CIDB registration number: .....

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)		Matla Power Station	
Name(s)		Private Bag X5012	
Capacity	General Manager	Kriel, 2271	
for the Employer	Eskom Matla Power Station		
	(Insert name and address of organisation)		
Name & signature of witness		Date	

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

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

Note:

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

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

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

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

	For the tenderer:	**For the Employer**
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	..... *(Insert name and address of organisation)*	..... *(Insert name and address of organisation)* Matla Power Station Private Bag X5012 Kriel, 2271
Name & signature of witness	.....	.....
Date	.....	.....

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.

2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left-hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "**[•]" -** data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: *Additional conditions of contract*
	of the NEC3 Term Service Contract April 2013[2] (TSC3)	
10.1	The *Employer* is (name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
	Tel No.	**+27 11 800 8111**
	Fax No.	**[•]**

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

10.1	The *Service Manager* is (name):	
	Address	**Eskom Holdings SOC LTD** **Matla Power Station** **Private Bag X5012** **KRIEL** **2271**
	Tel	
	Fax	**[•]**
	e-mail	
11.2(2)	The Affected Property is	**Matla Power Station (Slurry Plant)**
11.2(13)	The *service* is	**supply and deliver of spares and refurbishment of outside plant PUMPS FOR for a Period of 3 Years at Matla Power Station (coal PLANT)**
11.2(14)	The following matters will be included in the Risk Register	**Access to site** **Health and safety risks to staff, contractors and visitors** **Environmental risks including** **Statutory compliance** **Unprotected strike**
11.2(15)	The Service Information is in	**Part 3: Scope of Work and all documents to which it refers.**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**Within 24 Hours for emergency** **Within 3 days for Production** **Within 5 days or other Contractual matters**
2	**The *Contractor*'s main responsibilities**	**Data required by this section of the core clauses is also provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data**
21.1	The *Contractor* submits a first plan for acceptance within	**2 Weeks after effective Contract date**
3	**Time**	
30.1	The *starting date* is.	
30.1	The *service period* is	**3 Years**
4	**Testing and defects**	**As per core clause 4 of the NEC3 TSC** **Testing to be conducted on suppliers' site before delivery to Matla Power Station and the contractor shall correct all defects whether or not the Service Manager notifies him**

5	**Payment**	
50.1	The *assessment interval* is	**As per task order**
51.1	The *currency of this contract* is the	**South African Rand**
51.2	The period within which payments are made is	**14 or 30 days as per Eskom finance procedures** **60 days (Payment terms of 60 days applies where the total value of the contract amount to R50 M and above).** **60 Calendar days after final assessment approval.** **60 Calendar days after receipt of a valid tax invoice.**
51.4	The *interest rate* is	**the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands**
6	**Compensation events**	**All Compensation Events are to be managed as per core clause 6 of the NEC3 TSC**
7	**Use of Equipment Plant and Materials**	**To be managed as per core clause 7 of the NEC3 TSC**
8	**Risks and insurance**	
80.1	These are additional *Employer*'s risks	**1. Natural disaster** **2. Unprotected strike** **3. [●]**
9	**Termination**	**Refer to NEC3 TSC Core Clause 9**
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**As and when required**
11	**Data for Option W1**	
W1.1	The *Adjudicator*	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
	Address	**South Africa**

	Tel No.	**[●]**
	Fax No.	**[●]**
	e-mail	**[●]**
W1.2(3)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
	The place where arbitration is to be held is	**Johannesburg South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

12 Data for secondary Option clauses

X1	**Price adjustment for inflation**	**N/A**
X1.1	The *base date* for indices is	**[●].**
	The proportions used to calculate the Price Adjustment Factor are:	**proportion** / **linked to index for** / **Index prepared by** **0.** / **[●]** / **[●]** **0.** / **[●]** / **[●]** **0.** / **[●]** / **[●]** **0.** / **[●]** / **[●]** **0.** / **[●]** / **[●]** **[●]** / **non-adjustable** **1.00**
X2	**Changes in the law**	**Becomes a Compensation Event only if the changes in the Law of the Republic of South Africa took place after the Contract Date.**
X17	**Low service damages**	
X17.1	The *service level table* is in	
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**R0.0 (zero Rand)**

X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**the amount of the deductibles relevant to the event**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**N/A**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**the total of the Prices other than for the additional excluded matters.** **The *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **Defects due to his design, plan and specification,** • **Defects due to manufacture and fabrication outside the Affected Property,** • **loss of or damage to property (other than the *Employer*'s property, Plant and Materials),** • **death of or injury to a person and** • **infringement of an intellectual property right.**
X18.5	The *end of liability date* is	**12 months after the end of the *service period*.**
X19	**Task Order**	**Refer to Clause X19 of the NEC3 TSC**
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**5 days of receiving the Task Order**
X20	**Key Performance Indicators (not used when Option X12 applies)**	
X20.1	The *incentive schedule* for Key Performance Indicators is in	**Annexure B to this Contract Data**
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	**3 months**
Z	**The *additional conditions of contract* are**	**Z1 to Z14 always apply.**

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer.*

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Service.

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P4 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. If such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, while Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and
- undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *service*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Service Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

Z9 *Employer's* limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Contractor*'s entitlement under the indemnity in 82.1 is provided for in 60.1(12) and the *Employer*'s liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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

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

Z11 Ethics

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

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

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

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

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

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

Z12 Insurance

Z _12 .1 Replace core clause 83 with the following:

Insurance cover 83

83.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the *Employer*

86

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

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

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results

generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

Annexure B: Table of low service damages (X17)

• **Low Service Damage Description**	• **Value of Low Service Damages**	• **Limit of Low Service Damage**
• Pumps fail before warranty lapse	• Repairs at the supplier's cost	• Limited to Task Order value
• Pumps fail immediately on commissioning	• 100% of the task order Penalty	• Limited to Task Order value
• Committed delivery date	• Min 2% of task order penalty	• Limited to task order value
• No Data pack for new pumps submitted	• 20% of the Task order penalty	• Limited to 25% of Task Order value
• Quality Documents not submitted (For Refurbishments only)	• Min 2% of the task order penalty	• Limited to 5% of Task Order value
• No response of NCR within 3 days	• 2% of Task Order per month	• Limited to 10% of Task Order Value

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete these notes before issue to tenderers with an enquiry) Whenever a cell is shaded in the left-hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

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

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

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

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

Responsibilities:

Qualifications:

Experience:

CV's (and further key person's data including CVs) are in .

A	**Priced contract with price list**	
11.2(12)	The *price list* is in	
11.2(19)	The tendered total of the Prices is	**R**

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The *price list*	**[●]**

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(12) The Price List is the *price list* unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of • the Price for each lump sum item in the Price List which the *Contractor* has completed and • where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor*’s plan

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

Preparing the *price list*

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

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

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

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

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

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

C2.2 the *price list*

Eskom

MATLA POWER STATION: QUANTITY SURVEYING REPORT

				QS Estimate	
NO.	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT**
	Water Treatment Plant Pump Contract Scope of Work				
	Estimated Number of Repairs				
1	**Effluent pumps** , , 130kW submersible pump, Liquid: 6% H2SO4 + Resin and Na OH, Head: 90 m, Volumetric Flow: 90.00 m3/h, Fluid Temperature: 20 ºC, pH: as low 2, Cable length: 20 m	No	36		
2	**Sludge Pumps**•□Liquid: Sludge ,Liquid type thick sludge ,Head: 90 m, Volumetric Flow: 270.00 m3/h, Fluid Density: 1000 - 1200 kg/m3, Sump Depth: ± 8 m , Fluid Temperature: 20 ºC, pH: between 2 and 13 ,Cable length: 20 m ,Maximum allowable ,discharge pressure ,pumping sludge: 10 Bar	No	60		
3	**Acid Reuse Pumps**Capacity: 10m3/h • □Discharge pressure: 300kPa • □Motor Speed:2900 rpm	No	30		
4	**Dilution Pump**•□PUMP: DILLUTION;334 MM;0.08 M3/HR;1475;75 • □Flow: 500 m3/h • □Head-38 m	No	24		
5	**Sewage pumps**•□Head-30 to 65m • □Flow- 72.8 to 108 m3/h	No	35		
6	**Brine Pump**•□Head-40m • □Flow- 35 m3/h	No	45		
7	**Dilution pumps** • □Flow: 500m3/h • □Head- 38 m	No	30		
8	**Scour Pit Pumps**•&Type- Centrifugal pump • □Flow: 100l/s • □Head- 30 m	No	24		
9	Scour Pit Pumps•□Type- Centrifugal pump • □Flow: 30l/s • □Head- 30 m	No	35		
10	**Anion Pumps**•□Vertical Centrifugal pump • □Manufacturer- SAMCO • □Head-58m • □Flow- 220m3/h	No	24		
11	**Varkie Pumps** - Submersible Pump, 7.5 KW	No	**100**		
12	**Submersible Pumps** Submersible Pump, 22 KW	No	24		
13	**Varkie Pump** Submersible pump, 5.5 KW	No	60		
14	**Acid Pump** PUMP DIAPH: SANDWICH;25 X 25;900 L/HR	No	45		
15	**Acid Pump** PUMP DIAPH: SULPHURIC ACID;25 X 25 MM;650	No	24		
16	**Acid Pump** PUMP DIAPH: SANDWICH;25 X 25 MM;340 L/HR	No	24		
17	**Ammonia Pump Dosing** PUMP DIAPH: DOSING;1/2 X 1/2 IN;500 L/HR	No	24		
18	**Ammonia Concentrated** PumpPUMP DIAPH: DOSING;1/2 X 1/2 IN;80 L/HR	No	24		
19	**Sulphur Offloading Pump** PUMP CNTRFGL:24 M3/HR;20 M; SQ 65 MM;2000	No	24		
20	**Sulphur Supply Pump** PUMP ASSY: DIAPHRAGM METERING	No	24		
21	**Booster Pump** PUMP CNTRFGL:32 M;400-1200 L/MIN;51-32 M	No	24		
22	**CPP Caustic Pump** PUMP: Caustic 250 MM;500 L/S;1480 RPM;16	No	24		
23	**Cooling Tower CW Pump** PUMP CNTRFGL:3 M;135 M3/HR;26 M;1450 RPM	No	24		

24	**Cooling Tower Circulating Water Pump** PUMP CNTRFGL:2 M;145 M3/HR;14 M;1450 RPM	No	18		
25	**Dam 1 Pump PUMP**: SUBMERSIBLE;150 MM;45 L/S;1470 RPM	No	18		
26	**Seepage Pump PUMP**: SUBMERSIBLE;100 MM;1.5 KL/MIN;2800	No	24		
27	**SWR & OLD AWRCASING PUMP**: SLUICE WATER RETURN;350 X 300	No	24		
28	**DAF PumpPUMP**: CENTRIFUGAL; DIA 250 X LG 680 MM;1.1	No	24		
29	RAS PumpPUMP CNTRFGL:4 M;80 M3/HR;30 M;2150 RPM	No	24		
30	**Slurry PumpPUMP**: CENTRIFUGAL; NPSH 17 74 M, CAPACITY 376 L/S TOTAL HEAD 74 93 M, SIZE 75 X 50MM SPEED 3170 RPM, STAGE SINGLE, SPECIFICATION 3/2 CAH, MOUNT VERTICAL, SHAFT DIAMETER 45 MM, OVERHEAD Z	No	30		
31	**Slurry PumpPUMP**: CENTRIFUGAL; NPSH 10 M, CAPACITY 116L/S TOTAL HEAD 64 M, SIZE 6 X 4 IN, SPEED 194 RPM STAGE 1, DRIVER ELECTRIC MOTOR, MOUNT HORIZONTAL, SHAFT DIAMETER 80 MM	No	30		
32	**Slurry PumpPUMP**: CENTRIFUGAL; NPSH 10 M, CAPACITY 116L/S TOTAL HEAD 67 M, SIZE 12 X 10 IN, SPEED 899 RPM STAGE 1, DRIVER ELECTRIC MOTOR, MOUNT HORIZONTAL, SHAFT DIAMETER 125MM	No	24		
33	**Slurry PumpPUMP**: TYPE SLUDGE, SIZE 80 X 80 IN, CAPACITY 20L/S AT 10M, SPEED 1450 RPM, RATING 14 BAR, DRIVER ELECTRIC MOTOR, SPECIFICATION SVA55, POTENTIAL 380 V, APPLICATION TRANSFER SLUDGE SLURRY	No	24		
34	**Slurry PumpPUMP**: TYPE SUBMERSIBLE, SIZE 1320 X 578 X 543 MM, CAPACITY 300 M3/HR SPEED 1450 RPM, RATING 22 KW , POTENTIAL 400 V, CASING MATERIAL STAINLESS STEEL, SELF AGITATING, AUTO DRIVEN	No	24		
35	**Seal Water Pump** - PUMP CNTRFGL:2.5;4 L/S;337.5 M;65 X 50;9	No	30		
36	**Eaton Pump** - Hydraulic single piston Pump, Charge pressure ;160-400 psi (11 -28 bars) ,Control flow +/-12.5cis @200 psi supply	No	45		
	Sub -Total				
	New pumps to be supplied during contract duration				
1	Effluent pumps , ,130kW submersible pump, Liquid: 6% H2SO4 + Resin and Na OH, Head: 90 m, Volumetric Flow: 90.00 m3/h, Fluid Temperature: 20 ºC, pH: as low 2 ,Cable length: 20 m	No	10		
2	Sludge Pumps•□Liquid: Sludge , Liquid type , thick sludge ,Head: 90 m, Volumetric Flow: 270.00 m3/h, Fluid Density: 1000 - 1200 kg/m3, Sump Depth: ± 8 m ,Fluid Temperature: 20 ºC, pH: between 2 and 13, Cable length: 20 m ,Maximum allowable, discharge pressure ,pumping sludge: 10 Bar	No	12		
3	Acid Reuse PumpsCapacity: 10m3/h • □Discharge pressure: 300kPa • □Motor Speed:2900 rpm	No	12		
4	Dilution Pump•□PUMP: DILLUTION;334 MM;0.08 M3/HR;1475;75 • □Flow: 500 m3/h • □Head-38 m	No	12		
5	Sewage pumps•□Head-30 to 65m • □Flow- 72.8 to 108 m3/h	No	0		
6	Brine Pump•□Head-40m • □Flow- 35 m3/h	No	20		
7	Dilution pumps • □Flow: 500m3/h • □Head- 38 m	No	12		
8	Scour Pit Pumps•□Type- Centrifugal pump • □Flow: 100l/s • □Head- 30 m	No	12		
9	Scour Pit Pumps•□Type- Centrifugal pump • □Flow: 30l/s • □Head- 30 m	No	12		
10	Anion Pumps•□Vertical Centrifugal pump • □Manufacturer- SAMCO • □Head-58m • □Flow- 220m3/h	No	12		
11	Varkie PumpsSubmersible Pump, 7.5 KW	No	20		
12	Submersible PumpsSubmersible Pump, 22 KW	No	14		
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14	Acid PumpPUMP DIAPH: SANDWICH;25 X 25;900 L/HR	No	15		
15	Acid PumpPUMP DIAPH: SULPHURIC ACID;25 X 25 MM;650	No	10		
16	Acid PumpPUMP DIAPH: SANDWICH;25 X 25 MM;340 L/HR	No	10		
17	Ammonia Pump DosingPUMP DIAPH: DOSING;1/2 X 1/2 IN;500 L/HR	No	10		
18	Ammonia Concentrated PumpPUMP DIAPH: DOSING;1/2 X 1/2 IN;80 L/HR	No	12		

19	Sulphur Offloading PumpPUMP CNTRFGL:24 M3/HR;20 M; SQ 65 MM;2000	No	12		
20	Sulphur Supply Pump PUMP ASSY: DIAPHRAGM METERING	No	12		
21	Booster PumpPUMP CNTRFGL:32 M;400-1200 L/MIN;51-32 M	No	12		
22	CPP Caustic PumpPUMP: Caustic 250 MM;500 L/S;1480 RPM;16	No	12		
23	Cooling Tower CW PumpPUMP CNTRFGL:3 M;135 M3/HR;26 M;1450 RPM	No	12		
24	Cooling Tower Circulating Water PumpPUMP CNTRFGL:2 M;145 M3/HR;14 M;1450 RPM	No	10		
25	Dam 1 PumpPUMP: SUBMERSIBLE;150 MM;45 L/S;1470 RPM	No	10		
26	Seepage PumpPUMP: SUBMERSIBLE;100 MM;1.5 KL/MIN;2800	No	10		
27	SWR & OLD AWRCASING PUMP: SLUICE WATER RETURN;350 X 300	No	10		
28	DAF PumpPUMP: CENTRIFUGAL; DIA 250 X LG 680 MM;1.1	No	10		
29	RAS PumpPUMP CNTRFGL:4 M;80 M3/HR;30 M;2150 RPM	No	10		
30	Slurry PumpPUMP: CENTRIFUGAL; NPSH 17 74 M, CAPACITY 376 L/S TOTAL HEAD 74 93 M, SIZE 75 X 50MM SPEED 3170 RPM, STAGE SINGLE, SPECIFICATION 3/2 CAH, MOUNT VERTICAL, SHAFT DIAMETER 45 MM, OVERHEAD Z	No	10		
31	Slurry PumpPUMP: CENTRIFUGAL; NPSH 10 M, CAPACITY 116L/S TOTAL HEAD 64 M, SIZE 6 X 4 IN, SPEED 194 RPM STAGE 1, DRIVER ELECTRIC MOTOR, MOUNT HORIZONTAL, SHAFT DIAMETER 80 MM	No	10		
32	Slurry PumpPUMP: CENTRIFUGAL; NPSH 10 M, CAPACITY 116L/S TOTAL HEAD 67 M, SIZE 12 X 10 IN, SPEED 899 RPM STAGE 1, DRIVER ELECTRIC MOTOR, MOUNT HORIZONTAL, SHAFT DIAMETER 125MM	No	10		
33	Slurry PumpPUMP: TYPE SLUDGE, SIZE 80 X 80 IN, CAPACITY 20L/S AT 10M, SPEED 1450 RPM, RATING 14 BAR, DRIVER ELECTRIC MOTOR, SPECIFICATION SVA55, POTENTIAL 380 V, APPLICATION TRANSFER SLUDGE SLURRY	No	10		
34	Slurry PumpPUMP: TYPE SUBMERSIBLE, SIZE 1320 X 578 X 543 MM, CAPACITY 300 M3/HR SPEED 1450 RPM, RATING 22 KW , POTENTIAL 400 V, CASING MATERIAL STAINLESS STEEL, SELF AGITATING, AUTO DRIVEN	No	10		
35	Seal Water Pump - PUMP CNTRFGL:2.5;4 L/S;337.5 M;65 X 50;9	No	15		
36	Eaton Pump - Hydraulic single piston Pump, Charge pressure ;160-400 psi (11 -28 bars) ,Control flow +/-12.5cis @200 psi supply	No	15		
	Sub - Total				
	TOTAL AMOUNT				

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Service Information	
C3.2	*Contractor*'s Service Information	
	Total number of pages	1-20

Eskom	MATLA POWER STATION SCOPE OF WORK	Document Identifier	14593	Rev	7
		Effective Date	October 2024		
		Review Date	October 2027		

PLANT AREA Matla Power Station TITLE: *Water Treatment Plant Pumps Contract Scope of Work*			
REF. MEA-06940	Reference Rev No 1	MULTIDISCIPLINARY: No	Plant Level All

COMPILED BY	*Name. Isaack Maredi* *Systems Engineer*	Signature	Date 20-10-2025
APPROVED	*Name: Gavin Phelelo* *Line Manager*	Signature	Date 28-10-2025
APPROVED	*Name: Lindokuhle Ngobese* *Group Manager*	Signature	Date 29/10/2025
REVIEWED	*Name.* Thabo Matlanyana *Quality Department*	Signature	Date 30/10/2025
REVIEWED	*Name:* MOSA CHIPA *Environmental Department*	Signature	Date 30/10/2025
ACCEPTED	*Name:* *Maintenance manager.*	Signature	Date 30/10/2025

NB: Do not tamper with the template.

GENERAL

- Data books, reviews, reports and diagrams/drawings shall be submitted to Engineering after the completion of the work Engineering to forward the data books to Quality Department (Document Control)
- All QCP's to be submitted to Engineering and Quality for approval prior to outage/project or maintenance work commencement

NB: Do not tamper with the template.

GENERAL

- Data books, reviews, reports and diagrams/drawings shall be submitted to Engineering after the completion of the work. Engineering to forward the data books to Quality Department (Document Control)
- All QCP's to be submitted to Engineering and Quality for approval prior to outage/project or maintenance work commencement.

	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
1.1	Safety	• All work is to be done in accordance with Matla plant procedures and safety regulations. (GGR 0992). • Matla power station induction must be done before any work commences. • Permit to work must be in place before any work commences. • Worker's register must be completed and daily risk assessment conducted before any work commences.	Eskom to witness.	Contractor
1.2	Environmental Management. .	• All activities listed in the National Environmental Act 107 of 1998, EIA Regulations as amended, must have environmental **AUTHORISATION** before commencement of work. • The contractor shall comply with all applicable legal and other requirements. • The polluter pays principle will be applied. • The contractor manager shall ensure compliance with Eskom Matla Environmental procedures to ensure the prevention of pollution (refer: OMOP 4090 and 4402). • The last payment will be processed based on the status of the last housekeeping check sheet (Annexure C: OMOP 4402) of designated area. • EMS file based on ISO14001 will be required.	Eskom to witness.	Contractor
1.3	Quality Management	• The contractor/executioner of work will be responsible for drawing up all QCP documentation and this must be approved by engineering and authorised by the Quality Department before commencing with the work. • Contractors/executioner to adhere to QM 58 and OMOP4497 requirements • Number of NCR issued can affect your next tendering process.	Hold point	Contractor

		• The QCP shall be signed progressively by the Engineer/Supervisor, Eskom QC Inspector, Contractor QC Inspector and/or AIA. • No procuring of outage items without the approval of scopes by quality • All outage scopes creep and scopes addition should be approved by quality • No contractor should be in the possession of scopes for execution without the scopes approved by quality • The contractor is subjected to quality auditing at any point in time during execution of scope		
1.4	Inputs from other departments			
1.5	Commissioning reference			

This Pump Scope of work was compiled for the *Water Treatment Plant Pumps Contract (5 Years) Scope of Work.*				
2.	**SCOPE OF WORK DESCRIPTION / ACTIVITY**	**PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION**	**HOLD POINTS, WITNESS, REPORTS**	**RESPONSIBLE PARTY**
2.1	**Strip and Repair the Water Treatment Plant Pumps** Note:The contractor shall be responsible for collection and transportation of all the pumps that requires attention. • The contractor shall send Quality control plan and method statement to Eskom Engineering for approval prior to commencing with work. • All damages found must be recorded in a report with photographic evidence, which must be sent to Eskom Engineering for record keeping purposes.	**WTP Pump Specifications.** **Refer to Appendix A for Pumps Specification**	Hold Points	Contractor

	• The pumps shall be repaired and tested in accordance with the OEM specifications. • The contractor shall, when required, and at the direction of the Contract's Manager perform 24-hour call-back services, corrective repair services, alteration/addition services and vandalism/abuse repairs to all equipment listed in this SOW. • The contractor shall be available to respond to all outages, service call back requests and emergencies at Matla Power Station 24 hours a day 365 days a year for the term of the contract. The contractor's response time shall be within four (4) hours from the receipt of the request for service all times. • The contractor to supply all consumables, O-rings, gaskets, bolts, nuts, washers, seals, wear rings flinger rings and bearings. • The contractor shall maintain a sufficient amount of replacement parts within his workshop necessary to maintain and repair the equipment in a safe and efficient operating condition. The replacement parts shall remain the contractor's sole property until installed on the equipment. In performing the indicated work, the contractor agrees to provide parts used by the manufacturer of the equipment for replacement or repair and to use lubricant obtained from and /or recommended by the manufacturer. Equivalent parts or lubricants may be used if approved in writing by the Auxiliary Plant Engineer. • The contractor is to provide a reasonable warranty on all pump repairs and this duration and terms and conditions must be indicated in the contractor repair method statement.			
2.2	Quality Control	**Minimum** required intervention points for Eskom Engineering and QC to witness (hold points): • Clearance recording before and after • Machining or welding that is done.	Hold	Contractor

		• Grit blasting before coating commences. • Balancing of rotating assembly		
2.3	**Refurbishment Prelim Scope Of Work** The work shall include but not limited to: • Collection and Transportation • Stripping and reporting • Supply and Installation of Impellors • Supply and Installation of Wear Rings • Supply and Installation of the rotating assembly • Sand blasting • Supply and installation of bearings • Supply and Installation of Wear rings • Supply and installation of oil seals • Supply and Installation of grease nipples • Assemble the rotating assembly and balance as a unit (Contractor to supply balancing certificate) • Flow/Performance testing (Test reports to be supplied with the pump, engineer to witness) • Assemble and spray the pump (***All pumps and parts thereof to be engraved with a unique serial number***) • Supply and installation of grease dispenser • Pump Services Site Support (Mechanical or Electrical) as and when required. • Performance Data label of the pump to be installed on the pump using an appropriate material to avoid rust. Minimum	ISO 1940-1:2003 Balance quality grade – G6.3	Hold	Contractor

	Data to include Serial Number, Pump Model Number, Head and Flow ad Best Efficiency Point (BEP). Pump shall be tested against the performance data stipulated.			

SCOPE COMPILATION REFERENCES				
SOURCE & Ref No.	**Yes**	**No**	**N/A**	**Comments**
Previous outage service reports				
Return to service data packages				
Maintenance Strategy with Rev number				
SAP defects (attach list as appendix)				
GHRMS (STEP) reports (Generation Heat Rate Management System)				
Online Condition Monitoring				
Pre-outage performance test results				
Post outage performance test results				
GPSS/ Plant Performance data on UCLF incurred				
OMS / IIRMS recommendations (Audits Reports)				
Risk controls (IRM system)				
Previous audits and reviews (e.g. ERAP)				
Engineering Change Requests (Projects)				
LOPP strategy reports				
URS				
Philosophy (Outage)				
Condition Monitoring Report				
VA/PHD Viewer trends				
Corrective Actions				
CARAB reports				
Statutory Requirements				

Grid code requirements				
Waivers and Exemptions				
Calibration requirements				
Previous Outage SOW variations				
Post Mortems Actions from previous outages				
Pre–Outage plant walks				
Risk based inspection (RBI) report				
Simulation, TOIs, OON, SI				

COMMENTS

Compiled by: ……

APPENDIX A: PUMPS

3.1	**Effluent pumps**	• 130kW submersible pump • Liquid: 6% H2SO4 + Resin and Na OH • Head: 90 m • Volumetric Flow: 90.00 m3/h • Fluid Temperature: 20 ºC • pH: as low 2 • Cable length: 20 m • Quantity: 3 (Installed) • Estimated Number of Repairs during Contract period: 36 • Number of new pumps to be supplied during contract duration: 10 • Stock number: 646823
3.2	**Sludge Pumps**	• Liquid: Sludge • Liquid type thick sludge • Head: 90 m • Volumetric Flow: 270.00 m3/h • Fluid Density: 1000 - 1200 kg/m3 • Sump Depth: ± 8 m • Fluid Temperature: 20 ºC • pH: between 2 and 13 • Cable length: 20 m • Maximum allowable discharge pressure pumping sludge: 10 Bar • Estimated Number of Repairs during Contract period:60 • Number of new pumps to be supplied during contract duration:12 • Stock Number: 569306
3.3	**Acid Reuse Pumps**	• Capacity: 10m3/h • Discharge pressure: 300kPa • Motor Speed:2900 rpm • **Quantity: 3 (Installed)** • Estimated Number of Repairs during Contract period: 30. • Number of new pumps to be supplied during contract duration: 12. • Stock Number: 653064

3.4	**Dilution Pump**	• PUMP: DILLUTION;334 MM;0.08 M3/HR;1475;75 • Flow: 500 m3/h • Head-38 m • Quantity: 6 (Installed) • Estimated Number of Repairs during Contract period: 24 • Number of new pumps to be supplied during contract duration:5 • Stock number 730430
3.5	**Sewage pumps**	• Head-30 to 65m • Flow- 72.8 to 108 m^3/h • Quantity: 11 (Installed) • Estimated Number of Repairs during Contract period: 35 • Number of new pumps to be supplied during contract duration: 10 • Stock number: 569721
3.6	**Brine Pump**	• Head-40m • Flow- 35 m3/h • Quantity: 12 (Installed) • Estimated Number of Repairs during Contract period: 45. • Number of new pumps to be supplied during contract duration: 20. • Stock number: 567226
3.7	**Scour Pit Pumps**	• Type- Centrifugal pump • Flow: 100l/s • Head- 30 m • Estimated number of repairs during Contract Term: 24 • Number of new pumps to be supplied during contract duration: 12. • Stock number: 567227
3.8	**Scour Pit Pumps**	• Type- Centrifugal pump • Flow: 30l/s • Head- 30 m • Estimated number of repairs during Contract Term:35 • Number of new pumps to be supplied during contract duration: 12. • Stock number: 687405
3.9	**Anion Pumps**	• Vertical Centrifugal pump • Manufacturer- SAMCO • Head-58m

		• Flow- 220m3/h • Quantity: 3 (Installed) • Estimated number of repairs during Contract Term: 24 • Number of new pumps to be supplied during contract duration: 12. • Stock number: 177394
3.10	**Varkie Pumps**	• Submersible Pump • 7.5 KW • Estimated number of repairs during Contract Term: 100. • Number of new pumps to be supplied during contract duration: 20. • Stock number: 215009
3.11	**Submersible Pumps**	• Submersible Pump • 22 KW • Estimated number of repairs during Contract Term: 45. • Number of new pumps to be supplied during contract duration: 14. • Stock number: 591836
3.12	**Varkie Pump**	• Submersible pump • 5.5 KW • Estimated number of repairs during Contract Term: 60. • Number of new pumps to be supplied during contract duration: 15. • Stock number 591833
3.13	**Acid Pump**	• PUMP DIAPH: SANDWICH;25 X 25;900 L/HR • Estimated number of repairs during Contract Term: 45. • Number of new pumps to be supplied during contract duration: 15. • Stock number 638487
3.14	**Acid Pump**	• PUMP DIAPH: SULPHURIC ACID;25 X 25 MM;650 • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 592956
3.15	**Acid Pump**	• PUMP DIAPH: SANDWICH;25 X 25 MM;340 L/HR • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 638558

3.16	**Ammonia Pump Dosing**	• PUMP DIAPH: DOSING;1/2 X 1/2 IN;500 L/HR • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 647810
3.17	**Ammonia Concentrated Pump**	• PUMP DIAPH: DOSING;1/2 X 1/2 IN;80 L/HR • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 12. • Stock number 647809
3.18	**Sulphur Offloading Pump**	• PUMP CNTRFGL:24 M3/HR;20 M; SQ 65 MM;2000 • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 177558
3.19	**Sulphur Supply Pump**	• PUMP ASSY: DIAPHRAGM METERING • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 559286
3.20	**Booster Pump**	• PUMP CNTRFGL:32 M;400-1200 L/MIN;51-32 M • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 607701
3.21	**CPP Caustic Pump**	• PUMP: Caustic 250 MM;500 L/S;1480 RPM;16 • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 567225
3.22	**Cooling Tower CW Pump**	• PUMP CNTRFGL:3 M;135 M3/HR;26 M;1450 RPM • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 555681
3.23	**Cooling Tower Circulating Water Pump**	• PUMP CNTRFGL:2 M;145 M3/HR;14 M;1450 RPM • Estimated number of repairs during Contract Term: 18. • Number of new pumps to be supplied during contract duration: 10. • Stock number 563467
3.24	**Dam 1 Pump**	• PUMP: SUBMERSIBLE;150 MM;45 L/S;1470 RPM • Estimated number of repairs during Contract Term: 18.

		• Number of new pumps to be supplied during contract duration: 10. • Stock number 568924
3.25	**Seepage Pump**	• PUMP: SUBMERSIBLE;100 MM;1.5 KL/MIN;2800 • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 568923
3.26	**SWR & OLD AWR**	• CASING PUMP: SLUICE WATER RETURN;350 X 300 • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 573083
3.27	**DAF Pump**	• PUMP: CENTRIFUGAL; DIA 250 X LG 680 MM;1.1 • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 709100
3.28	**RAS Pump**	• PUMP CNTRFGL:4 M;80 M3/HR;30 M;2150 RPM • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 769558
3.29	**Slurry Pump**	• Pump CENTRIFUGAL; NPSH 17.74M CAPACITY 37.6 L/S TOTAL HEAD 74.93M 'SIZE 75X50MM; SPEED 3170 RPM; SINGLE STAGE; SPECIFICATION:3/2 CAH MOUNT : VERTICAL SHAFT DIAMETER 45MM • Estimated number of repairs during Contract Term: 60. • Number of new pumps to be supplied during contract duration: 20. • Stock number 0566061
3.30	**Slurry Pump**	• Pump CENTRIFUGAL; NPSH 10M; CAPACITY 553 L/S TOTAL HEAD 67M 'SIZE 12X10 INCH; SPEED 899 RPM; STAGE-1; DRIVER ELECTRIC MOTOR: MOUNT : HORIZONTAL: SHAFT DIAMETER 125MM • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 0591791
3.31	**Slurry Pump**	• PUMP: TYPE: SLUDGE; SIZE 80 X 80 IN;CAPACITY 20L/S@ 10M; SPEED 1450RPM:RATING 1.4BAR ; DRIVER :ELECTRIC MOTOR; SPEC: SVA55 POTENTIAL:380V: APPLICATION: TRANSFER SLUDGE SLURRY • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number 0591833

3.32	**Slurry Pump**	• PUMP: TYPE: SUBMERSIBLE;SIZE 1320X578X543;CAPACITY 300M3/HR; SPEED 1450 RPM:RATING 22KW ; DRIVER :ELECTRIC MOTOR; SPEC: SVA55 POTENTIAL:400V ; CASING MATERIAL :STAINLESS STEEL; SELF AGITATING AUTO DRIVEN • Estimated number of repairs during Contract Term: 24. • Number of new pumps to be supplied during contract duration: 10. • Stock number:0687405
3.33	**Seal Water Pump**	• PUMP CNTRFGL:2.5;4 L/S;337.5 M;65 X 50;9 • Number of new pumps to be supplied during contract duration: 15 • Estimated number of repairs during Contract Term: 30 • Stock number 555684
3.34	**Eaton Pump**	• Hydraulic single piston Pump • Charge pressure ;160-400 psi (11 -28 bars) • Control flow +/-12.5cis @200 psi supply • Estimated number of repairs during Contract Term: 45 • Number of new pumps to be supplied during contract duration: 15 • Stock number: 37653

C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

No.	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY

Description of the *service*

Executive overview

To SUPPLY AND DELIVER OF SPARES AND REFURBISHMENT OF OUTSIDE PLANT PUMPS FOR FOR A PERIOD OF 5 YEARS AT MATLA POWER STATION

Employer's requirements for the *service*

GENERAL

- Data books, reviews, reports, and diagrams/drawings shall be submitted to Engineering after the completion of the work. Engineering to forward the data books to Quality Department (Document Control)
- All QCP's to be submitted to Engineering and Quality for approval prior to outage/project or maintenance work commencement.

Management strategy and start up.

The *Contractor*'s plan for the *service*

In the TSC3 the *Contractor*'s plan is his "design" for performing the *service* throughout the *service period*. Section 2 of the *conditions of contract* describes what the *Contractor* is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the *Contractor*'s plan will depend on whether the *Contractor* is required to develop a plan in accordance with the *Employer*'s broad outline of the *service* or whether the *Employer* has provided a plan for the *Contractor* to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the *Contractor*'s plan.

Use this section to describe any particulars which must be considered by the *Contractor* in developing his plan as required by clause 21.2. For example, information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the *Contractor*'s plan.

The method of carrying out particular items of work, timing, plan, task order; supplier to provide the technical reporting certificates to the Contracts Manager.

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Discussions to take place as soon as a risk is notified	Matla Power Station	Contractor & Contract Manager
Overall contract progress and feedback	Once a month in Matla Power Station	Office of Contract Manager at Matla Power Station or via MS Teams	Contractor & Contract Manager

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

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

Contractor's management, supervision and key people

N/A

Provision of bonds and guarantees

N/A

Documentation control

All Communications will be filed and kept on site as it is crucial to have the correct communication structures.

Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Service Information. Also include a list of information which is to be shown on an invoice.

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. She/he can submit the invoice to Eskom account email below:

The *Contractor* shall address the tax invoice to:

Eskom Holdings SOC Ltd
Reg. No. 2002/015527/30
Accounts Payable
Email to: Invoiceseskomlocal@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;
- (add other as required)

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

Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

Records of Defined Cost to be kept by the *Contractor*

N/A – Option A Applies.

Insurance provided by the *Employer*

N/A

Training workshops and technology transfer

N/A

Design and supply of Equipment

N/A

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

Equipment

N/A

Information and other things

N/A

Management of work done by Task Order

A Task is work within the *service* which the *Service Manger* may instruct the *Contractor* to carry out within a stated period of time.

A signed Task Order is the *Service Manager's* instruction to carry out a Task.

Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects which would have prevented the *Employer* or Others from using the Affected Property and Others from doing their work.

Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.

A Task Order includes:

- A detailed description of the work in the Task
- A priced list of items of work in the Task in which items taken from the Price List are identified.
- The starting and completion dates for the Task
- Conditions of the *service agreement* is in accordance with the Task Order issued

No Task Order is issued after the end of the service period.

Work will not commence on site without the *Contractor* receiving a signed detailed task order that has been agreed upon by the *Service Manager* and the *Contractor*.

Health and safety, the environment and quality assurance

Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure D to this Service Information.

1. Safety

1. The *Contractor* must ensure that the works complies with the OHS Act 85 of 1993, with specific reference to section 10 as well as the construction regulations (GNR 1010 of 18 July 2003).
2. The *Contractor* will provide all SABS Approved Personal Protective Equipment to its employee's as identified in the Risk Assessment
3. The *Contractor* is responsible for procurement of PPE and equipment in accordance with the OHS act and site- specific requirements, including the use thereof as necessary.
4. The *Contractor* shall ensure that all the documents required by Safety check list are in place within 14 days from date of contract awards. No Access will be granted to site if the required documents are not submitted.
5. The *Contractor* will provide all relevant training records and the total of years' experience in his/her possession to the *Employer* to verify the competency of all the key personnel for e.g. Trade Test Certificates for Artisans, Qualifications for Site Supervisors, Safety Officers.
6. The *Contractors* employees will be required to abide by the Eskom Life Saving Rules on site.

2. Risk assessments

1. Site risk assessments to be conducted by the *Contractor* prior to each event as per the current approved risk assessment method, thus, to ensure a healthy and safe environment. Note: Should be available on request.
2. The *Contractor* must submit a Risk Management Plan and Control Process within 14 days from date of contract award, detailing their risk management methodology. Such methodology must be aligned to the Generation Risk Management model. Such methodology shall accommodate the Risk Assessment; Risk Planning, Risk Handling and Risk Monitoring components.

3. The following matters will be included in the Risk Register
    - Matters as highlighted by 240-30008949 (Table 1) check list
    - Compliance with the cardinal rules/lifesaving rules 32-421
    - Pre-job debrief, risk assessment and on job observations

Environmental constraints and management

It should always be noted that Matla Power Station is ISO14001 certified and therefore promotes Integrated Environmental Management (IEM) philosophy which aims to achieve a desirable balance between conservation and development. All activities taking place within Matla Power Station must consider section 28 of the National Environmental Management Act (107 of 1998) which makes provision for the duty of care approach. The contractor's team must commit to review and to continually improve environmental management, with the objective of improving overall environmental performance. The *Contractor* must consult with Matla Environmental section on a regular basis for on-going assistance and advice.

Quality assurance requirements

1. The *Employer* in the process of implementing an ISO 9001:2008 series, therefore the *Contractor* will be expected to implement a quality system and maintain the quality system until the completion of this contract. The *Contractor* will comply with the provisions of the ISO9001:2008 and 14000 series

2. The *Contractor* ensures that all plant and materials for the works are to the standard and quality accepted by the *Employer* and ensures that they are suitable for the purpose intended by the manufacturer.
3. The *Contractor* provides a Quality Control Plan (QCP) withhold points for the *Employer* for approval 2 weeks prior to commencement of work.
4. No *Contractor* shall appoint a construction safety officer to assist in the control of quality related aspects on the site unless the *Contractor* is reasonably satisfied that the construction quality controller has the necessary competencies and qualifications.
5. The *Contractor* will provide all relevant training records and the total of years' experience in the *Contractor's* possession to the *Employer* to verify the competency of all the key personnel in terms of Hazmat.

The Contract's Manager has the right to stop the *Contractor's* work activities which, in the opinion of Contract Manager, does not meet the requirements of the system and will have a detrimental effect on plant performance. The *Contractor* may only continue with work activities when all deficiencies have been corrected to the Contract Manager's satisfaction. The *Contractor* shall have no claim against the *Employer* in respect of delay due to the above

Procurement

People

Minimum requirements of people employed

It is the Contractor's sole responsibility to ensure all its employees have permits to perform work in the Republic of South Africa.

BBBEE and preferencing scheme

Where a change in the Contractor's legal status, ownership or any other change to his business composition or business dealings results in a change to the Contractor's B-BBEE status, the Contractor notifies the Employer within seven days of the change.

The Contractor is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the Employer within thirty days of the notification or as otherwise instructed by the Employer.

Where, as a result, the Contractor's B-BBEE status has decreased since the starting date the Employer may either re-negotiate this contract or alternatively, terminate the Contractor's obligation to provide the service.

Failure by the Contractor to notify the Employer of a change in its B-BBEE status may constitute a reason for termination will be dealt with according to the NEC3 TSC penalty/termination clauses

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

N/A

Subcontracting

Preferred subcontractors

N/A

Subcontract documentation, and assessment of subcontract tenders

N/A

Limitations on subcontracting

N/A

Attendance on subcontractors

N/A

Plant and Materials

Specifications

N/A

Correction of defects

N/A

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

N/A

Tests and inspections before delivery

The contractor will service, inspect and test pumps as per the scope of work prior to delivery.

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

N/A

Cataloguing requirements by the *Contractor*

N/A

Working on the Affected Property

The working hours is from 07:00 to 16:00 from Monday to Thursday and 07:00 to 12:00 Friday unless if it is an emergency. The contractor should be accompanied by Eskom employee if is going inside the plant.

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

The contractor will be required to go for induction and obtain access to the station. The contractor must adhere to the Eskom Life Saving Rules and speed limit on site.

People restrictions, hours of work, conduct and records

The working hours is from 07:00 to 16:00 from Monday to Thursday and 07:00 to 12:00 Friday unless if it is an emergency. The contractor should be accompanied by Eskom employee if is going inside the plant.

Health and safety facilities on the Affected Property

Contractor must comply to Eskom' life-saving rules:

Five Life Saving Rules have been developed that will apply to all Eskom employees, agents, consultants and contractors.

Rule 1: Open, Isolate, Test, Earth, Bond, And / Or insulate before touch - that is any plant operating above 1 000 V.

Rule 2: Hook up at heights - no person may work at height where there is a risk of falling.

Rule 3: Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.

Rule 4: Be sober (no person is allowed to work under the influence of drugs and alcohol.)

Rule 5: Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

Environmental controls, fauna & flora

N/A

Cooperating with and obtaining acceptance of Others

N/A

Records of *Contractor*'s Equipment

N/A

Equipment provided by the *Employer*

N/A

Site services and facilities

Provided by the *Employer*

The employer will provide the contractor with tap water and ablution facility on site

Provided by the *Contractor*

N/A

Control of noise, dust, water and waste

N/A

Hook ups to existing works

N/A

Tests and inspections

Description of tests and inspections

As per the scope of work

Materials facilities and samples for tests and inspections

As per the scope of work

List of drawings

Drawings issued by the *Employer*

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

Drawing number	Revision	Title
N/A	N/A	N/A