


## **NON-DISCLOSURE AGREEMENT (NDA) VENDORS**

	Non-Disclosure Agreement (NDA) Vendors	Template Identifier	240-43921804	Rev	6
		Document Identifier	240-63152171	Rev	4
		Effective Date	01 January 2017		
		Review Date	November 2023		
Project Title		For the cleaning of dams and disposal of sludge on an "as-and-when" required basis at Komati Power Station			

**CONFIDENTIALITY AGREEMENT**  
**"Agreement"**

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**Between**

**ESKOM HOLDINGS SOC LTD**

**and**


**NAME OF OTHER PARTY**

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The Parties to this Agreement are -

- I. **ESKOM HOLDINGS SOC LTD** a company incorporated under the laws of the Republic of South Africa, having its registered office at Megawatt Park, Maxwell Drive, Sunninghill ext.3, Sandton, Republic of South Africa, with registration number 2002/015527/06 [hereinafter referred to as **"the Disclosing Party"**].
  
- II ..... a company incorporated under the laws of [insert name of country], having its registered office at [registered address], with registration number [insert registration number], hereinafter referred to as **"the Receiving Party"**

Hereinafter individually referred to as a "Party" and jointly as the "Parties"


#### **NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

- 1.1 The Disclosing Party intends providing the Receiving Party with certain information relating to [state the nature of the discussions and the reason for the disclosure here] (**"the Project"**)
  
- 1.2 The parties wish to record the terms and conditions upon which the Disclosing Party shall disclose Confidential Information to the Receiving Party, which terms and conditions shall constitute a binding and enforceable Agreement between the parties and their agents

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1.3 Notwithstanding the date of signature hereof, this agreement shall be binding upon the parties with effect from the date upon which the Disclosing Party shall have disclosed any Confidential Information to the Receiving Party, whichever date is the earliest.

1.4 Neither this Agreement nor the exchange of information contemplated hereby shall commit either party to continue discussions or to negotiate, or to be legally bound to any potential business relationship. The parties shall only be bound to a business relationship by way of a further definitive written Agreement signed by the Parties

1.5 The party disclosing the Confidential Information shall be known as the "**Disclosing Party**" and the party receiving Confidential Information shall be known as the "**Receiving Party**"


## 2. The Confidential Information

"**Confidential Information**" shall for the purpose of this Agreement mean all information and materials (whether in written, graphic, electronically stored or oral form) owned and/or developed by the Disclosing Party or its affiliates, including, without limitation, any technical, commercial, financial or marketing information, strategies, operations, know-how, trade secrets, processes, machinery, designs, drawings, formulae, test work data, equipment, notes, memoranda, methods and other natural resources, technical specifications and data relating to the Project (including, but not limited to, the information set out in 1.1 above), relating to the disclosing Party's business practices or the promotion of the disclosing Party's business plans, policies or practices, which information is communicated to the receiving Party, or otherwise acquired by the Receiving Party from the Disclosing Party, during the course of the

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Parties' commercial interactions, discussions and negotiations with one another, whether such information is formally designated as confidential or not.

### 3. Disclosure of Confidential Information

3.1 The Disclosing Party shall only disclose the Confidential Information to the Receiving Party to the extent deemed necessary or desirable by the Disclosing Party in its discretion

3.2 The Parties acknowledge that the Confidential Information is a valuable, special and unique asset proprietary to the Disclosing Party.


3.3 The Receiving Party agrees that it will not, during or after the course of its relationship with the disclosing party under this agreement and/or the term of this Agreement, disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party and to the extent of such authorisation, save in accordance with the provisions of this Agreement. In this Agreement "**third party**" means any party other than the Receiving and Disclosing Parties or their Representatives

3.4 Notwithstanding anything to the contrary contained in this Agreement the Parties agree that the Confidential Information may be disclosed by the Receiving Party to its

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respective employees, agents, officers, directors, subsidiaries, associated companies, shareholders and advisers (including but not Ltd to professional financial advisers, legal advisers and auditors) ("**Representatives**") on a need-to-know basis and for the purposes of the Project, provided that the Receiving Party takes whatever steps are necessary to procure that such Representatives agree to abide by the terms of this Agreement to prevent the unauthorised disclosure of the Confidential Information to third parties For purposes of this clause, the Receiving Party's Representatives shall be deemed to be acting, in the event of a breach, as the Receiving Party's duly authorised agents.


- 3 5 Except as otherwise contemplated in this Agreement, the Parties agree in favour of one another not to utilise, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Agreement for any purpose whatsoever other than the Project without the prior written consent of the Disclosing Party
- 3 6 Accordingly, the Receiving Party agrees to indemnify, defend and hold the Disclosing Party harmless from and against any and all suits, liabilities, causes of action, claims, losses, damages, costs (including, but not Ltd to, cost of cover, reasonable attorneys' fees and expenses), or expenses of any kind (collectively, "Losses") incurred or suffered by the Disclosing Party and/or its Representatives arising from or in connection with the Receiving Party's unauthorized use or disclosure of the Disclosing Party's Confidential Information in violation of the Agreement

#### 4. Title

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All Confidential Information disclosed by the Disclosing Party to the Receiving Party is acknowledged by the Receiving Party to be proprietary and the exclusive property of the Disclosing Party. This Agreement shall not confer any rights of ownership or license on the Receiving Party of whatever nature in the Confidential Information

## 5. Restricting on disclosure and use of the Confidential Information

5.1 The Receiving Party undertakes not to use the Confidential Information for any purpose other than

5.1.1 the Project, and

5.1.2 in accordance with the provisions of this Agreement

## 6. Standard of care


The Receiving Party agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Agreement using the same standard of care that it applies to safeguard its own proprietary, secret or Confidential Information but no less than a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof

## 7. Return of material containing or pertaining to the Confidential Information

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7.1 The Disclosing Party may, at any time, and in its sole discretion request the Receiving Party to return any material and/or data in whatever form containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Agreement and may, in addition request the Receiving Party to furnish a written statement to the effect that, upon such return, the Receiving Party has not retained in its possession, or under its control, either directly or indirectly, any such material and/or data

7.2 If it is not practically able to do so, the Receiving Party shall destroy or ensure the destruction of all material and/or data in whatever form relating to the Confidential Information disclosed pursuant to the terms of this Agreement and delete, remove or erase or use best efforts to ensure the deletion, erasure or removal from any computer or database or document retrieval system under its or the Representatives' possession or control, all Confidential Information and all documents or files containing or reflecting any Confidential Information, in a manner that makes the deleted, removed or erased data permanently irrecoverable The Receiving Party shall furnish the Disclosing Party with a written statement signed by one of its directors or duly authorized senior officers to the effect that all such material has been destroyed

7.3 The Receiving Party shall comply with any request by the Disclosing Party in terms of this clause, within 7 (seven) business days of receipt of any such request

## 8. Excluded Confidential Information


The obligations of the Receiving Party pursuant to the provisions of this Agreement shall not apply to any Confidential Information that.

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- 8.1 is known to, or in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party;
- 8.2 is or becomes publicly known, otherwise than as a result of a breach of this Agreement by the Receiving Party;
- 8.3 is developed independently of the Disclosing Party by the Receiving Party in circumstances that do not amount to a breach of the provisions of this Agreement;
- 8.4 is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the Receiving Party shall advise the Disclosing Party to enable the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the Receiving Party will disclose only that portion of the Confidential Information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such Confidential Information to the greatest extent possible in the circumstances;
- 8.5 is disclosed to a third party pursuant to the prior written authorisation and Ltd to the extent of such approval of the Disclosing Party,
- 8.6 is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement

## 9. Term

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This Agreement shall commence upon the date referred to in date of signature and shall endure for a period of 3 (three) years after the date of termination of the relationship between the parties or at a date specified in any subsequent agreement(s) between the Parties in pursuance of the Project referred to herein.

#### 10. Additional Action

- 10.1 Each Party to this Agreement shall execute and deliver such other documents and do such other acts and things as may be reasonably necessary or desirable to give effect to the provisions of this Agreement
- 10.2 Nothing contained in the Agreement shall be construed as creating an obligation on the part of either Party to refrain from entering into a business relationship with any third party. Nothing contained in the Agreement shall be construed as creating a joint venture, partnership or employment relationship between the Parties. Except as specified herein, neither Party shall have the right, power or implied authority to create any obligation or duty (express, implied or otherwise) on behalf of the other Party For the avoidance of doubt, nothing in this Agreement shall oblige either of the Parties to enter into any agreements or transactions whatsoever


#### 11. Breach

In the event that the Receiving Party should breach any of the provisions of this Agreement and fail to remedy such breach within seven (7) business days from date of a written notice to do so, then the Disclosing Party shall be entitled to invoke all

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remedies available to it in law including, but not Ltd to, the institution of urgent proceedings as well as any other way of relief appropriate under the circumstances, in any court of competent jurisdiction, in the event of breach or threatened breach of the Agreement and/or an action for damages

## 12. Amendments

No amendment, interpretation or waiver of any of the provisions of this Agreement shall be effective unless reduced in writing and signed by the duly authorised representatives of both Parties.

## 13. Enforcement

The failure or delay by the Disclosing Party to enforce or to require the performance at any time of any of the provisions of this Agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this Agreement or any part hereof or the right of the Disclosing Party to enforce the provisions of this Agreement

## 14. Representations & Warranties


14.1 Each Party represents that it has authority to enter into this Agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this Agreement

14.2 The Disclosing Party warrants that disclosure of the Confidential Information to the Receiving Party.

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14.2.1 will not result in a breach of any other Agreement to which it is a party; and

14.2.2 will not, to the best of its knowledge and belief, infringe the rights of any third party, and the Disclosing Party hereby indemnifies and holds the Receiving Party harmless against any liability for third party claims on such a basis.

#### 15. Entire agreement

*This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement*

#### 16. Governing law

This Agreement and the relationship of the Parties in connection with the subject matter of this Agreement and each other shall be governed and determined in accordance with the laws of the Republic of South Africa

#### 17. Addresses and Notices


17.1 The Parties hereby choose the address for service ("domicilium") for all purposes under the Agreement the addresses set out below.

PARTY	PHYSICAL ADDRESS	POSTAL ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON

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ESKOM HOLDINGS SOC LTD	MEGAWATT PARK, MAXWELL DRIVE, SUNNINGHILL	P O BOX 1091 JOHANNESBUR G 2000 SA	+27 11 800 ..	+27 11 800 ..	
INSERT PARTICULARS OF OTHER PARTY					

17.2 A Party may change its domicilium address, by giving thirty (30) business days prior notice in writing to the other Party

17.3 Any notice given by one party to the other is deemed to have been received by the addressee

17.3.1 on the date on which the it was delivered to the addressee's address if delivered by hand, or

17.3.2 on the seventh (7<sup>th</sup>) business day after the date of posting if sent by pre-paid registered post to the addressee's address, or


17.3.3 when received in legible form, if sent to the addressee's then telefax number

## 18. Severability

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In the event of any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions was not a part of this Agreement, and this Agreement shall be carried out as nearly as possible in accordance with its original terms and intent

## 19. Assignment

19.1 Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party

19.2 Notwithstanding the above, Eskom may on written notice to the other Party hereto, cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry


## 20. Publicity

Neither party will make or issue any formal or informal announcement or statement to the press or any third party in connection with this Agreement without the prior written consent of the other Party

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## 21. Interpretation

21 1 For the purposes of this Agreement the following rules of construction shall apply, unless the context requires otherwise

21.1 1 the singular shall include the plural and vice versa,

21 1.2 a reference to any one gender, whether masculine, feminine or neuter, includes the other two;

21 1.3 any reference to a person includes, without being Ltd to, any individual, body corporate, unincorporated association or other entity recognised under any law as having a separate legal existence or personality,

21.1 4 any word or expression defined in, and for the purposes of, this agreement shall if expressed in the singular include the plural and vice versa, and a cognate word or expression shall have a corresponding meaning,


21.1 5 references in this agreement to "clauses", "sub-clauses" and are to clauses and sub-clauses of this agreement, and

21 1 6 any reference in this agreement to this agreement or any other agreement, document or instrument shall be construed as a reference to this agreement or that other agreement, document or instrument as amended, varied, novated or substituted from time to time

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21.2 All the headings and sub-headings in this agreement are for convenience only and are not to be taken into account for the purposes of interpreting it

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SIGNED by the Parties and witnessed on the following dates and at the following places respectively.

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SIGNED at \_\_\_\_\_ on \_\_\_\_\_

**AS WITNESS:**

\_\_\_\_\_ For **ESKOM HOLDINGS SOC LTD**  
*[No lower than an E-Band Manager to sign]*

\_\_\_\_\_ (Name of witness in print) \_\_\_\_\_ Duly authorised

SIGNED at \_\_\_\_\_ on \_\_\_\_\_

**AS WITNESS:**

\_\_\_\_\_ For: **[NAME OF OTHER PARTY]**

\_\_\_\_\_ (Name of witness in print) \_\_\_\_\_ Duly authorised

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## **SAFETY REQUIREMENTS**

**Safety Tender Returnable:**

- Occupational Health and Safety Policy which as minimum conform and comply with ISO 45001 2018 Clause 5.2 and OHS Act
- Occupational Health and safety cost breakdown (Cost of PPE, OHS File, Medical, OHS training, etc)
- Letter of Good Standing
- Baseline Risk Assessment which outline all activities and indicating if those activities are routine or non-routine, identifying legal and other requirements for each risk identified
- Health Risk Assessment in relation to the project-Must be In line with all health related statutory obligations
- Occupational Health and Safety Plan which is informed by project baseline risk assessment.
- COVID-19 Risk assessment which must include all requirements of Hazardous Biological Agents regulation, particularly section 6 subsection 3
- Annexure B-Acknowledgement of Eskom OHS Procedures and standards

	<b>Annexure B: Eskom Acknowledgement Form for OHS legal and other requirements</b>	Template Identifier	240-43921804	Rev	5
		Document Identifier	240-77471499	Rev	3
		Effective Date	May 2021		


## Annexure B: Acknowledgement Form for Eskom OHS legal and other requirements

**NOTE:** the supplier/contractor/tenderer must ensure that he/she understands the OHS requirements listed hereunder.

<p>1 The <b>supplier/contractor/tenderer</b> is expected to comply to the following documents when working at/rendering a service to Eskom but not limited to the following</p> <ul style="list-style-type: none"> <li>a Eskom contract and contractors Occupational Health and Safety Management 32-726</li> <li>b OHS specification/requirements provided</li> <li>c Occupational Health and Safety Act 85 of 1993, Regulations framed under OHSAct</li> <li>d Compensation for Occupational Diseases and illnesses Act 130 of 1993</li> <li>e Latest Department of Employment and Labour Consolidated Direction on Occupational Health and Safety Measures in certain workplaces</li> <li>f Align their documents with ISO 45001 2018 Requirements if not accredited</li> </ul> <p><b>Note:</b> Please note that after contract award, it is your responsibility to fully align the company's processes to Eskom's Komati OHS requirements (policies, procedures, standards etc).</p>
<p>2 Penalties shall be enforced on the main supplier for non-conformance/s (identified for the main supplier and/or its contractor and/or supplier) pertaining to Eskom and/or Statutory OHS requirement/s</p>
<p>4 Ensure that all employees (contractors/suppliers) undergo the relevant Eskom induction and the company's induction</p>
<p>5. Management of Contractors/ Suppliers</p> <p>The main contractor/supplier</p> <ul style="list-style-type: none"> <li>a) Has to demonstrate to Eskom the process and selection criteria applied when appointing contractors and suppliers</li> <li>b) Has to provide notification to Eskom, prior to the appointment of contractors or suppliers for the commencement of work</li> <li>c) Has to ensure that contractors/ suppliers have adequate resources and competencies</li> <li>d) Is accountable for the management of its contractors/ suppliers in order to ensure that the applicable legal and Eskom requirements (that are applicable to the main supplier during contract execution) are complied with by the contractors or suppliers</li> <li>e) The main supplier shall monitor contractors or suppliers through audits and assessments with regard to OHS compliance during the execution of the work.</li> <li>f) The grounds for the termination of work done by contractors/suppliers shall be provided by the main supplier</li> <li>g) All non-conformances/non-compliance by the contractors/suppliers (all tiers) to the main supplier shall be dealt with directly with the main contractor/supplier in terms of performance and penalty processes</li> <li>h) Eskom reserves the right to verify this when deemed necessary The contractor may be instructed to provide copies of testimonials/references and the contact detail of clients (including Eskom) for whom the Company has done previous work of a similar nature</li> <li>i) Eskom reserves the right to evaluate Sub-contractor OHS file prior any work within Eskom Jurisdiction</li> </ul>
<p>I, the undersigned, hereby acknowledge that I have obtained copies of the above documents and confirm that I fully understand them and the consequences of non-compliance.</p>

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		Document Identifier	240-77471499	Rev	3
		Effective Date	May 2021		

Signed at ..... on ..... day of ..... 20.....

Company/Supplier Name: .....

.....

Name of Authorised person (CEO/Director/ Managing Director)

.....

Signature

.....

Date

Witness 1 .....

Witness 2 .....

### Public

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## **ENVIRONMENTAL REQUIREMENTS**

**Environmental Tender Returnable:**

- A signed environmental Policy in terms of ISO14001.2015
- A detailed signed Contractor's Environmental Management Plan (EMP) pertaining to site specific activities
- A detailed signed Site SHE Representative Appointment Letter
- Emergency Preparedness Plans as per scope of work.
- Register of all hazardous substances as per the scope of work





## Environmental Contractor Evaluation

Template Number	ENVF31KPS
Document Type	Form
Revision	0
Effective Date	13 April 2022
BU: Komati Power Station	

Name of Company	Service Tendered For	Environmental Contractor Evaluation				
	For the cleaning of dams and disposal of sludge on an "as-and-when" required basis at Komati Power Station					
		Content		Rating	Actual Score	Comments
		Signed policy is appropriate to the purpose and context of the organization, framework for setting environmental objectives commitment to the protection of the environment		8	0	
				2	0	
				2	0	
				2	0	
				2	0	
				2	0	
		A signed environmental Policy in terms of ISO14001 2015	maintained as documented information, communicated within the organization, available to interested parties	2	0	
		20				
				Ratings	Actual Score	Comments

A detailed signed Contractor's Environmental Management Plan (EMP) pertaining to site specific activities		20	0	
		Ratings	Actual Score	Comments
A detailed signed Site SHE Representative Appointment Letter	Environmental Roles	5	0	
		Ratings	Actual Score	Comments
Emergency Preparedness Plans (e.g. oil / chemical spill, disasters, etc.)		10	0	
		Ratings	Actual Score	Comments
Register of all hazardous substances as per the scope of work		5	0	
		Ratings	Actual Score	Comments
		Total Rating	Total Actual score	Comments
		100	0	

Name of Environmental  
Management  
Representative


Signature

Date Of  
Assessment

\*\*\*Contractor is deemed compliant when total is 80% and above

\*\*contractor total score /total Max point \* 100 to get percentage

# **QUALITY REQUIREMENTS**

	<b>(FORM A)</b> <b>TENDER &amp; CONTRACT QUALITY REQUIREMENTS FOR 240-105658000 AND QUALITY REQUIREMENTS FOR ISO 9001 STANDARD</b>	Template Identifier	240-43921804	Rev	3
		Document Identifier	240-68099512	Rev	8
		Authorisation Date	August 2020		
		Review Date	August 2023		


<b>SECTION A (TENDERER)</b>	ENQUIRY/ CONTRACT No:				
	ENQUIRY/ CONTRACT DESCRIPTION				
	<b>CLAUSES OF 240-105658000 SPECIFICATION</b>	<b>CLAUSE DESCRIPTION</b>			<b>INDICATE WITH AN (X) AS APPLICABLE OR (-) IF NOT APPLICABLE</b>
<b>SECTION B (ESKOM)</b>	<b>CLAUSE 3</b>	<b>PRE-CONTRACT AWARD QUALITY REQUIREMENTS</b>			<b>X</b>
	<b>CLAUSE 4</b>	(*Select Only Applicable Category). NB: Not more than one category must be selected. Also indicate whether site assessment is applicable.			
		Category 1 (refer to clause 4 1 1 of 240-105658000)			-
		Category 2 (refer to clause 4 1 2 of 240-105658000)			X
		Category 3 (refer to clause 4 1.3 of 240-105658000)			-
		Category 4 (refer to clause 4 1.4 of 240-105658000)			-
	<b>CLAUSE 5</b>	Supplier and Sub-supplier Site Assessment (refer to clause 4.2 of 240-105658000)			-
		<b>POST-CONTRACT AWARD</b>			
		Contract Execution (refer to clause 5 1 of 240-105658000)			X
	<b>CLAUSE 6</b>	Supplier Quality Performance Monitoring Phase (refer to clause 5 2 of 240-105658000)			X
		<b>STANDARD CONDITIONS</b>			
		Eskom Rights of Access (refer to clause 6.1 of 240-105658000)			X
		Eskom Rights to Information (refer to clause 6 2 of 240-105658000)			X
		Preservation and Storage (refer to clause 6 3 of 240-105658000)			X
		Supplier Quality Audits (refer to clause 6 4 of 240-105658000)			X
	Nonconformities and Nonconforming Outputs Identified by Eskom (refer to clause 6 5 of 240-105658000)			X	
	Special Processes (refer to clause 6 6 of 240-105658000)			X	
	<b>CLAUSES OF ISO 9001 STANDARD</b>	<b>CLAUSE DESCRIPTION</b>			<b>INDICATE WITH AN (X) AS APPLICABLE OR (-) IF NOT APPLICABLE</b>
<b>SECTION C (ESKOM)</b>	<b>CLAUSE 4</b>	Context of the Organisation			X
	<b>CLAUSE 5</b>	Leadership			X
	<b>CLAUSE 6</b>	Planning			X
	<b>CLAUSE 7</b>	Support			X
	<b>CLAUSE 8</b>	Operation			X
	<b>CLAUSE 9</b>	Performance Evaluations			X
	<b>CLAUSE 10</b>	Improvement			X
<b>SECTION D (ESKOM)</b>	<b>ESKOM'S QUALITY REPRESENTATIVE</b>	<b>NAME</b>	<b>DESIGNATION</b>	<b>DATE</b>	<b>SIGNATURE</b>
<b>SECTION E (TENDERER)</b>	<b>TENDERER'S QUALITY REPRESENTATIVE</b>	<b>NAME</b>	<b>DESIGNATION</b>	<b>DATE</b>	<b>SIGNATURE</b>

NB The tenderer must complete and sign this form to acknowledge and accept Eskom Supplier Quality Requirements as per 240-105658000 Specification and ISO 9001 Standard

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	<b>Template for a Typical Contract Quality Plan</b>	Template Identifier	240-43921804	Rev	5
		Document Identifier	240-109253698	Rev	2
		Effective Date	20 February 2014		
		Next Review Date	February 2021		

<b>SUPPLIER / CONTRACT NAME</b>	
<b>ESKOM ENQUIRY / CONTRACT NO.</b>	
<b>COMMENCEMENT DATE</b>	
<b>COMPLETION DATE</b>	


<b>SUPPLIER / CONTRACTOR</b>	<b>Name</b>	<b>Designation</b>	<b>Signature</b>	<b>Revision</b>
<b>Compiled by</b>				
<b>Approved by</b>				

<b>ESKOM APPROVAL</b>	<b>Name</b>	<b>Designation</b>	<b>Signature</b>	<b>Revision</b>
<b>Reviewed by</b>				
<b>Accepted by</b>				

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### CONTRACT QUALITY PLAN SAMPLE


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#### 1. SCOPE OF WORK

(Full description of the Works Information as in the NEC or Fidic document)

#### 2. COMMUNICATION CHANNELS BETWEEN SUPPLIER & ESKOM

(Communication regarding all quality related issues i.e Documentation/ E-mails/Minutes of Meetings/Fixed Contract Meetings/Weekly Progress Meetings All documentation will be submitted per transmittal)

#### 3. ORGANOGRAM

(Include scope of work /contract related organogram showing structure of Supplier, which shall show the Quality Management representative and all other personnel responsible for control of Quality activities/processes during execution or delivery of product)- excluding top management but focus on functionalities that will execute the scope of work

#### 4. INDEX OF INTERFACING DOCUMENTS

List of Documents to be used on this contract

#### 5. INDEX OF DOCUMENTS /RECORDS THAT SHALL BE SUBMITTED TO ESKOM DURING PROJECT


(Example)

TITLE	NUMBER
Submitted to Eskom during the contract	
Method statements	
QCP / ITP	
Captured in the QMS of the Supplier / Sub-Supplier	
Quality Manual	
Quality Policy	
QCP / ITP	
Submitted prior to completion of the works	
Method statements / procedures	
QCP / ITP from Suppliers	

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Certificates of compliance	
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## 6. A LIST OF SUPPLIERS & SUB-SUPPLIERS **for material suppliers**

(Example)  
Suppliers

Eskom	Product/Service
A	
B	
C	
D	

## Scope of Work Sub-Suppliers or Sub-contractors- **for SOW activities that will be outsourced**

Eskom	Scope of Work
A	
B	
C	
D	

(PS: Include method of acceptance of Sub-Supplier by Eskom)

## 7. MONITORING OF SUB-SUPPLIERS

(Description of how Sub-Supplier will be monitored, i.e. procedure)

## 8. PROOF THAT SUPPLIERS, SUB-SUPPLIERS WORK TO SPECIFIED QUALITY STANDARDS

(e.g. Description of Sub-Supplier Surveillance method/procedure)

## 9. INDEX OF ITEMS TO BE MANUFACTURED, REFURBISHED AND NEWLY PURCHASED


ITEM DESCRIPTION	MANUFACTURED	REFURBISHED	PURCHASED

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#### 10. ITEMS THAT NEED QCP OR NOT

(Description of all products/processes which will be monitored by an approved QCP)

#### 11. SCOPE OF WORK AREAS AND PROCESSES REQUIRING SPECIAL CONTROLS

(Description of all products/processes/services which will require special controls, i.e. welding, NDT/NDE, witnessing/holding points requiring client)

#### 12. INTERFACE OF SUB-SUPPLIERS WITH THE QMS OF SUPPLIER

(Description of the interface of the Sub-Supplier and Suppliers QMS and applicable documents, procedures and work instructions)

#### 13. INDEX OF ALL STANDARDS & SPECIFICATIONS

(For all processes, products, materials and plant applicable to the works/contract)

#### 14. HOW QUALITY RECORDS WILL BE CONTROLLED AND RETAINED

(Description of how all quality records shall be controlled (e.g. identified, completed, retained and disposition method - please do not attach procedure)

#### 15. LIST OF PURCHASE ORDERS FOR QUALITY CRITICAL ITEMS

(Indicate purchase order number and scope of supply)

#### 16. CONCESSION REGISTER UPDATED

(Include typical copy of the Suppliers concession request register which shall be updated during the project/contract)

#### 17. DATABOOK INDEX AND O&M MANUAL

If data book applicable to the scope of work

#### 18. SPARE PARTS INTER-CHANGEABILITY RECORDS

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