



NEC3 Engineering & Construction Contract

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

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

for **Landscaping Project at Kusile Power Station**

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CONTRACT No. [Insert at award stage]

Part C1: Agreements & Contract Data

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C1.1 Form of Offer & Acceptance

Offer

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

Landscaping for Kusile Power Station Project

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.

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

.....
(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number (if applicable)

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: Works Information
Part C4	Site 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 original copy signed between them of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

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)

Name & signature of witness _____

Date _____

C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	A: Priced contract with activity schedule W1: Dispute resolution procedure X2 Changes in the law X5: Sectional Completion X7: Delay damages X16: Retention X18: Limitation of liability Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Project Manager</i> is: (Name)	TBC
	Address	Kusile Power Station
	Tel	TBC
	Fax	TBC
	e-mail	TBC
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	TBC
	Tel No.	TBC
	Fax No.	TBC
	e-mail	TBC

11.2(13)	The <i>works</i> are	Landscaping for Kusile Power Station Project	
11.2(14)	The following matters will be included in the Risk Register	TBC	
11.2(15)	The <i>boundaries of the site</i> are	As indicated in the Scope of Work and all associated drawings which are referenced	
11.2(16)	The Site Information is in	Part 4: Site Information	
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two (2) weeks for Communication, Six (6) weeks for CE Notifications, and Five (5) working days for Eskom replies to Contractor design submission	
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	31 May 2024	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Section 1	TBC
		2 Section 2	TBC
30.1	The <i>access dates</i> are:	Part of the Site	Date
		1 Section 1	A week after Contract award
		2 Section 2	TBC
31.1	The Contractor is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.	
31.2	The <i>starting date</i> is	01 September 2024	
32.2	The Contractor submits revised programmes at intervals no longer than	Four (4) weeks	
35.1	The Employer is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	Fifty-two (52) weeks after Completion of the whole of the works.	

43.2 The *defect correction period* is **Two (2) weeks**

5 Payment

50.1 The *assessment interval* is **between the 20th and 25th day of each successive month.**

51.1 The *currency of this contract* is the **South African Rand.**

51.2 The period within which payments are made is **As per vendor payment terms**

51.4 The *interest rate* is **the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and**

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6 Compensation events

60.1(13) Assumed values for the ten-year return *weather data* for each *weather measurement* for each calendar month are: **As stated in Annexure A to this Contract Data provided by the *Employer*.**

7 Title **There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.**

8 Risks and insurance

80.1 These are additional *Employer's* risks **No additional Employer's risks**

9 Termination **There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in**

_____ this Contract Data.

10 Data for main Option clause

A	Priced contract with activity schedule	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
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11 Data for Option W1

W1.1	The <i>Adjudicator</i> is	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	TBC
	Tel No.	TBC
	Fax No.	TBC
	e-mail	TBC
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration.
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Gauteng South Africa
	The person or organisation who will choose an arbitrator.	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
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X5 & X7 Sectional Completion and delay damages used together

X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	<i>section</i>	Description	Amount per week
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		1	Section 1	0.5%
		2	Section 2	0.5%
	Remainder of the <i>works</i>			0.5%
	The total delay damages payable by the <i>Contractor</i> does not exceed:	5%		
X16	Retention			
X16.1	The <i>retention free amount</i> is	Nil		
	The <i>retention percentage</i> is	5% (Contract) + 2.5% (SDL&I) = 7.5%		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Contract value		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the deductibles relevant to the event		
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as at contract date. 		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> Defects due to his design which arise before the Defects Certificate is issued, Defects due to manufacture and fabrication outside the Site, loss of or damage to property (other than the <i>works</i>, Plant and Materials), death of or injury to a person and infringement of an intellectual property right. 		
X18.5	The <i>end of liability date</i> is	(i) One (1) year after the <i>defects date</i> for latent Defects and (ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of		

any replacement legislation) for any other matter.

A latent Defect is a Defect which would not have been discovered on reasonable inspection by the *Employer* or the *Supervisor* before the *defects date*, without requiring any inspection not ordinarily carried out by the *Employer* or the *Supervisor* during that period. If the *Employer* or the *Supervisor* do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the *Employer* or the *Supervisor* to have discovered the Defect.

Z The Additional conditions of contract are

Z1 to Z15 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 *Project 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 *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project 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 Works.

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 P3 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 *Project Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project 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 *Project Manager*, the *Supervisor*, 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 *works*. 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 Site;
 - 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 *works*; and
 - undertakes, in and about the execution of the *works*, 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 *works*, 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 *Project 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 Works 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 from the last sentence in core clause 61.3, "unless the *Project Manager* should have notified the event to the *Contractor* but did not".

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 83.1 is provided for in 60.1(14) and the *Employer's* liability under the indemnity is limited.

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 Addition to secondary Option X7 Delay damages (if applicable in this contract)

- Z11.1 If the amount due for the *Contractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Contractor's* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Z12 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 of these parties' relatives or friends,

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

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 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.
- Z12.3 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.
- Z12.4 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.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

- 84.1** 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.
- 84.2** The *Contractor* provides the insurances stated in the Insurance Table A.
- 84.3** The insurances provide cover for events which are at the *Contractor's* risk 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 to the works, Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u>Employer's property</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance <u>Other property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 13.2

Replace core clause 87 with the following:

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

INSURANCE TABLE B

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

Z14 Nuclear Liability

- Z14.1 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.
- Z14.2 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*.
- Z14.3 Subject to clause Z14.4 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*.
- Z14.4 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.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment, and articles.

Standard means the *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, normalised to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z15.1 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.

Z15.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z15.3 The *Employer* manages asbestos and ACM according to the Standard.

Z15.4 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.

Z15.5 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.

Z15.6 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.

Z15.7 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 A: One-in-ten-year-return *weather data* obtained from SA Kusile Power Station

If any one of these *weather measurements* recorded within a calendar month, before the Completion Date for the whole of the *works* and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the *Contractor* may notify a compensation event.

Month	<i>Weather measurement</i>				
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	174	7	0	0	
February	118	6	0	0	
March	22	1	0	0	
April	139	3	0	0	
May	38	2	0	0	
June	94	1	0	0	
July	11	1	0	0	
August	294	3	0	0	
September	23	1	0	0	
October	64	5	0	0	
November	163	8	0	0	
December	316	6	0	0	

Only the difference between the more adverse recorded weather and the equivalent measurement given above is taken into account in assessing a compensation event.

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X16: Retention

Retention monies apply.

Pro forma Retention Money Guarantee (may be used when Option X16 applies)

Not applicable. Retention Monies apply.

Pro forma SDL&I Guarantee

Not applicable. Retention Monies apply.

PART 2: PRICING DATA

ECC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>activity schedule</i>	1

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, (ECC3) Option A states:

Identified and defined terms 11
11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

2. Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

3. Link to the programme

Clause 31.4 states that "The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Ideally the tendering contractor will develop a high-level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

4. Preparing the *activity schedule*

Generally, it is the tendering contractor who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

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 his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Contractor*:

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20.

- Understands the function of the Activity Schedule and how work is priced and paid for.
- Is aware of the need to link the Activity Schedule to activities shown on his programme.
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works 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 activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.
- Contractor considers and incorporates all the preambles as contained in the Activity Schedule issued by the Employer.
- Preliminaries and General for time related obligations are paid in line with the latest overall progress of works achieved as reflected as a percentage on the programme.
- Project Labour Agreement (PLA) Costs are priced by the Contractor as a Provisional Sum in accordance with the relevant provision of the Project Specification and Employers Policies & Procedures. The Contractor is reimbursed on cost incurred including overheads.
- The Employer no longer provides accommodation for any category of labour, this supersedes all accommodation provision contained on the Employer's policies and procedure.
- There is no payment for Material on Site, only completed works will be assessed and compensated.

C2.2 The *Activity Schedule*

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
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C3.1	<i>Employer's Works Information</i>	25
C3.2	<i>Contractor's Works Information</i>	
	Total number of pages	

C3.1: EMPLOYER’S WORKS INFORMATION

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1 Description of the works

1.1 Executive overview

The construction of the Kusile Power Station is still on going and the planned completion is at the end of 2024. However, most areas of focus for this project (i.e. administration island buildings) have been completed and occupation has taken place, thus requires rehabilitation. The low-maintenance, high ecological value yielding landscape of various types of veld grass will serve Kusile landscape design aesthetically, physically and environmentally. The benefit of landscaping is but not limited to creating aesthetically pleasing and ergonomically viable human spaces, while the local biodiversity is supported, and the rehabilitation process is facilitated.

The Kusile landscape design is founded in the best practice of creating and restoring healthy relationships between development and the (often heavily impacted) environment. The utilisation of locally indigenous planting, planning for movement, fostering a sense of place through design elements and applying a holistic approach.

The scope of *work* describes the major activities and plant and material that falls within the scope of the *Contractor*. It is the responsibility of the *Contractor* to ensure that all the activities are carried out and all equipment, plant and material is supplied to complete the *works* in every respect.

The *Contractor* is responsible for provision/design and construction of the assigned works including the construction of the various elements of work, the supply of materials, transport to site, unloading from road or rail, storage on site, site quality control and management, testing, and finishing as well as maintenance of vegetation for twelve months thereafter to the satisfaction of the Project Manager. All design works are to be signed off by an ECSA professionally registered engineer. Professional engineering certificate will also be required.

The *works* comprises the following:

- a) Detail Design
- b) Manufacture and procurement
- c) Delivery to and offloading at site
- d) Installation
- e) Corrosion protection
- g) Interfacing with existing plant
- j) Documentation as specified
- k) Quality management for all activities
- l) Safety and plant signage
- m) Storage on site
- o) Fire protection for the *works*

- All plant, material and equipment is required to be designed for operation in a power plant environment with a minimum requirement for maintenance and operator intervention.
- It is not the intention of this scope of *work* to describe in detail all the activities the *Contractor* is required to carry out, nor to describe in detail everything to be supplied by the Contractor.
- The *Contractor* provides the whole of the works as defined in sections below of the technical specification except where explicitly stated as otherwise.
- The *Contractor* designs according to the requirements of the *Employer's* design stated on sections below of the technical specification.
- The *Contractor's* design is required to be approved before any site work begins.

The scope of work includes the following:

- Planting of vegetation and maintenance for twelve months thereafter.
- Installation of street furniture & paving.
- Irrigation system installation.

The focus areas in order of priority are:

- Upgrade of security entrance area
- Administration Building

- Workshop and stores
- Permanent Canteen
- Medical centre
- Fire Station
- 2000-Seater Canteen

The focus areas will be executed in sections where Section 1 of landscaping scope includes the main security entrance upgrade, administration building, workshop & stores, and permanent canteen areas. The remaining section (i.e. Section 2) include the medical centre, fire station, and temporary 2000 seater canteen areas.

For detailed scope of work and Employer's requirements, refer the scope of work document - 366-476860 Kusile Landscaping Technical Specification Rev 3.

1.2 Employer's objectives and purpose of the works

The aim of the Kusile landscape Design is to merge environmental and human benefits offered by the landscape by creating an aesthetically pleasing and ergonomically viable human spaces, while the local biodiversity is supported, and the rehabilitation process is facilitated.

The Kusile landscape design is founded in the best practice of creating and restoring healthy relationships between development and the (often heavily impacted) environment.

The utilisation of locally indigenous planting, planning for movement, fostering a sense of place through design elements and applying a holistic approach.

Flora & Fauna

Species that are environmentally valuable yet do not attract animals considered to be pests or vermin by bearing excessive or palatable fruits and berries, have been chosen.

Street furniture:

To offset the industrial conditions surrounding, compliment the architecture without imitation and to provide comfortable and beautiful seating throughout the landscape; the bench variations have been chosen. Placed in hard areas (courtyards and walkways) and soft areas (lawns and gardens) the benches will lend elegance and scale to the landscape. The necessity to separate waste at source is expressed in the landscape with litter bins that encourage users to be aware of their consumer habits.

Paving:

Permeable paving is used where possible to mitigate the effects of storm water runoff on the surrounding landscape and infrastructure. Gravel is chosen that is not the standard grey course fare, but rather a more accommodating range of colour and texture. The site is provided with ample pathways leading staff and visitors between the utility buildings. Movement patterns have been anticipated and the prevalence of foot traffic between buildings is catered for as per the area's demands.

Irrigation:

The irrigation system is designed to irrigate individual areas separately and automatically by sending a pulse to the solenoid valve to open the station/s that has been programmed into the controller.

Once the garden is established all irrigation in the veld grass areas will be operation on temporary as-and-when needed basis.

No additional license will be necessary to irrigate the landscape with raw water.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
---------------------	--

BOQ	Bill of Quantities
CM	Configuration Management
KET	Kusile Execution Team
CoE	Centre of Excellence
DCS	Distributed Control System
DRC	Design Review Committee
DRT	Design Review Team
EDWL	Engineering Design Work Lead
EMP	Environmental Management Plan
LDE	Lead Design Engineer
LPS	Low Pressure Services
PCM	Process Control Manual
PS	Power Station
SANS	South African National Standard
VDSS	Vendor Document Submission Schedule

2 Management and start up.

2.1 Management meetings

The *Contractor* is required to attend weekly and monthly meetings to review progress and update the Works completion plans. The *Contractor's* Representative is required to present the following at these weekly progress meetings:

1. current status of Works progress;
2. detailed three week look-ahead programme;
3. current and projected manpower by class;
4. health, safety and quality control issues; and
5. problem areas or concerns.

Regular meetings of a general nature may be convened and chaired by the *Project Manager* or the relevant Discipline Coordinator depending on the purpose of the meeting as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Weekly <i>Works</i> progress, Risk register and compensation events	Weekly on Mondays at 09:00	Kusile Power Station	<i>Employer, Contractor, Supervisor,</i> and others as required.
Overall contract progress and feedback	Monthly on Thursdays before assessment date at 09:00	Kusile Power Station	<i>Employer, Contractor, Supervisor,</i> and others as required.
Safety Representative meeting	TBD	Kusile Power Station	<i>Employer, Contractor, Supervisor,</i> and others as required.
Other meetings	TBD	Kusile Power Station	<i>Employer, Contractor, Supervisor,</i> and others as required.

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

In addition to the general requirements included above the following requirements for conducting Project Site meetings apply to the Works.

- The *Contractor* and all Subcontractors actively participate in and adhere to the *Project Manager's* project management requirements and other procedures initiated for the purpose of maintaining the Project Site administrative control.
- The *Contractor* and all Subcontractors attend other Project Site meetings when deemed required by the *Project Manager* to coordinate the Works or the Project Works.

All meetings are 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.

The Contractor complies with the above, and the criteria and constraints as stipulated in the Employer Policies & Procedures Rev 4_0121 Part 3 Annexure X.2 - Programme, Progress Reporting & Meeting Requirements in this Works Information.

2.2 Documentation control

The documentation requirements cover the various engineering stages, from the design stage through fabrication, installation, testing and commissioning and most importantly for the operating, maintenance and training stage of the project. The *Contractor* ensures that the Technical Documents and Records Management Work Instruction (240-76992014) is used for any documentation requirements.

The *Contractor* is responsible for the compilation and the supply of the documentation during the various project stages and to provide the documentation programme to link with the milestone dates. Documentation and drawings are programmed for delivery to meet the milestone dates and in accordance with the agreed VDSS

All project documents are submitted to the *Project Manager* with a transmittal note according to Project / Plant Specific Technical Documents and Records Management Work Instruction (240-76992014) Rev 1.

To portray a consistent image, it is important that all documents used within the project follow the same standard of layout, style and formatting as described in the Work Instruction mentioned above.

The *Contractor* is required to submit documents as electronic and hard copies and must be delivered to the *Project Manager* with a transmittal note.

Refer to Part 3 Annexure X.3 – Document Management & Communication of the Employer Policies and Procedures Rev 4_0121, as well as any other documentation attached as part of this Works Information for detailed information on document management requirements.

2.3 Health and safety risk management

Eskom is committed to safeguarding its contractors (principal contractors, appointed contractors, suppliers, vendors, service providers and consultants) and the environment against undesired exposure to its operations, which is in line with its Safety, Health, Environmental and Quality Policy. Therefore, as an organisation, processes have to be in place to identify all possible practical occupational health and safety risks to which contractors are exposed and to take the appropriate measures that are necessary to prevent any incidents, injuries or environmental damage resulting from accidental exposure.

Contractors have the crucial responsibility for executing work safely on a site or project, including taking measures to ensure contractor health, safety and environment during their activities/services to prevent any injury to employees and/or other people and members of the public, or damage to the environment. Each contractor is responsible for ensuring that its employees and the employees of any appointed contractors comply with all the applicable occupational health and safety legislative requirements and the policies and procedures of Eskom.

The minimum safety requirements for this contract includes but not limited to the following:

- Risk assessment
- Acknowledgement of Eskom's rules & requirements
- Health and Safety Plan
- Valid Letter of Good Standing
- SHE policy

The *Contractor* shall comply with the Occupational Health and Safety Act 85 of 1993 and its regulations as well as Kusile Site requirements contained in relevant Annexures of the Employer Policies and Procedures and shall refer to the following normative and informative documents for SHE related requirements:

- [1] 32-727: Safety, Health, Environment and Quality Policy
- [2] 240-62196227: Life-saving Rules Standard
- [3] 240-126456962: Waste Management Plan
- [4] 240-62946386 Vehicle & Driver Safety Management Procedure
- [5] 32-37 Substance Abuse
- [6] 32-124 Eskom Fire Risk Management
- [7] 32-136 Contractor Health and Safety Requirements
- [8] 32-95 Eskom Environmental, Occupational Health and Safety Incident Management procedure
- [9] 32-93 Eskom Vehicle and Driver Safety Management
- [10] 240-43848327 Employees' right of refusal to work in an unsafe situation
- [11] 32-418: Working from Heights Procedure
- [12] 32-520: Procedure Manual for Performing Occupational Health and Safety Management and Environmental Management: Conducting EH&S Risk Assessment
- [13] 32-123: Emergency Planning
- [14] 32-407 Behaviour Safety Observation Procedure
- [16] 32-726: SHE Requirements for the Eskom Commercial Process
- [17] 39-98: Safe use of Lifting Machines and Lifting Tackle
- [18] ISO 45001: Health and Safety Management systems-Requirements
- [19] ISO 9001: 2015 Quality Management Systems- Requirements
- [20] ISO 14001:2015 Environmental Management Systems Specification with guidance for use
- [21] All remaining sections of Section 4, Employees Policies and Procedures of the Contract
- [22] Relevant SANS codes
- [23] 32-1134 Access Control at Eskom Premises
- [24] 32-524 Developing a SHE Specification
- [25] Kusile SHEQ statement of commitment
- [28] All relevant South African legislation-provincial, municipal by-laws

2.4 Environmental constraints and management

Environmental management is concerned not only with the results of the Contractor's operations to carry out the Works but also, and most importantly, with the manner in which his operations are carried out. It is thus a requirement that the Contractor shall comply with the environmental requirements on an ongoing basis.

The Contractor shall take full responsibility for protecting the natural environment and eliminating or minimising the negative impacts of construction on the environment during construction. The Contractor shall prevent or limit the occurrence of accidents which may cause damage to the environment, prevent or limit the consequences of such accidents and shall return the environment to a state as close as possible to its condition prior to any such accident occurring.

Nothing specified herein shall relieve the Contractor of any obligations or responsibilities in this regard. The requirements of the Environmental Specification apply to all areas under the Contractor's control, including but not limited to the Working Area, all borrow pits, the construction camp and offices, all access/ haul routes and all labour accommodation areas.

The contract related Environmental requirements and constraints applicable to the Contractor's design and Works consists, but not limited to the following:

- Qualified Environmental Officer with Environmental Science / Management degree / diploma.
- Environmental Officer should have a minimum of 2 years relevant experience on Environmental Management.

- Relevant Method Statements in line with Environmental Management Plan - Standard Environmental Specification, Record of Decision (RoD), Safety, Health and Environment Specification
- Environmental Policy.
- Aspect and Impact Register in line with the works.

The *Contractor* shall comply with the environmental criteria and constraints stated in the Scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3 as well as in the Environmental Management Plan Rev 4_0121 Part 3 Annexure X.10 attached as part of this Works Information.

The Contractor shall refer to the following normative and informative documents for SHE related requirements:

- [1] 32-727: Safety, Health, Environment and Quality Policy
- [3] 240-126456962: Waste Management Plan
- [8] 32-95 Eskom Environmental, Occupational Health and Safety Incident Management procedure
- [12] 32-520: Procedure Manual for Performing Occupational Health and Safety Management and Environmental Management: Conducting EH&S Risk Assessment
- [15] 240-133087117 Environmental Incident Management Procedure
- [16] 32-726: SHE Requirements for the Eskom Commercial Process
- 20] ISO 14001:2015 Environmental Management Systems Specification with guidance for use
- [21] All remaining sections of Section 4, Employees Policies and Procedures of the Contract
- [22] Relevant SANS codes
- [24] 32-524 Developing a SHE Specification
- [25] Kusile SHEQ statement of commitment
- [26] National Environmental Management Act No 107 of 1998
- [27] National Environmental Management Waste Act 59 of 2008
- [28] All relevant South African legislation-provincial, municipal by-laws

2.5 Quality assurance requirements

All planning Quality Assurance and Quality Control documents shall be submitted for approval by the *Employer* within 30 days of contract award. All documents shall be approved by the *Employer*. If the *Employer* is dissatisfied with a document, it is the *Contractor's* responsibility to ensure that the *Employer's* requirements are met.

The *Contractor* shall submit the following documents within 30 days after the contract date, prior to the commencement of work, for acceptance by the *Employer*:

- a) QCPs and ITPs for review and acceptance by Eskom prior to the commencement of any work, inclusive of subcontracted work, within 30 days after contract award.
- b) The sub- contractor QCPs and ITPs shall be submitted for review and comment by the *Contractor* and by the *Employer* within 30 days after the award of the tender. All *Contractor* and *Employer* comments shall be resolved prior to commencing work.
- c) The QCPs and ITPs show each activity/requirement of the Works Information.
- d) Data book index for acceptance by the *Employer*.

Note: these documents are to be compiled in line with Eskom's requirements and will have to be discussed with and approved by the *Employer* prior to any work commencing.

The *Contractor* shall:

- Ensure that Quality Assurance is performed at all levels and phases of work carried out for the *Employer*.
- Use processes to ensure that quality is built into their products/services i.e. its business processes are organized such that quality is built into the process of producing goods and rendering services.
- Ensure that it can be relied on to deliver quality goods and services without the need for the *Employer* to have to inspect all the time.
- Make use of qualified and experienced Quality Controllers to ensure that products/services are of a high quality prior to inspection by the *Employers* quality representative(s).
- Ensure that all defects and NCRs are addressed correctly and timeously.

The Contractor shall comply with the following documents as well as all documents referenced therein and in the Scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3:

- [1] 240-105658000 "Supplier Quality Management: Specification" (QM 58)
- [2] ISO9001:2015 "Quality Management Systems – Requirements"
- [3] ISO10006:2003 "Quality Management Systems – Guidelines for Quality Management in Projects"
- [4] 240-132155951 "Kusile Project RFI/PA001 Process"
- [5] 240-150475305 "Kusile Defects Management Process Work Instruction"
- [6] 240-132156363 "Kusile NC Process"
- [7] 240-43921898 "Kusile Project Audit Process Flow"
- [8] 240-134232676 "Data book Review and Final Submission Process"
- [9] ISO 10005 – Quality Management – Guidelines for Quality Plan

2.6 Programming constraints

Programmes are in Primavera P6 format and are submitted in electronic format (XER) together with one printed copy.

The Contractor provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance.

Information in the Activity Schedule is not Works Information or Site Information. If the Contractor changes a planned method of working at his discretion so that the activities on the Activity Schedule do not relate to the operations on the Accepted Programme, he submits a revision of the Activity Schedule to the Project Manager for acceptance.

For this transaction the areas of focus are:

- Upgrade of security area at the main security building
- Administration Building
- Workshop and stores
- Permanent Canteen
- Medical centre & Fire station
- 2000-Seater Canteen

The focus areas will be executed in sections where Section 1 of landscaping scope includes the main security entrance upgrade, administration building, workshop & stores, and permanent canteen areas. The remaining section (i.e. Section 2) include the medical centre, fire station, and temporary 2000 seater canteen areas.

Access to these sections might be immediately available at mobilisation, however implementation/execution must be in order of priority and the Contractor is expected to notify the Employer should deviation be required due to unforeseen circumstances and/or an event that might cause deviation occur.

The Contractor is also referred to Core clause 31.2 with emphasis to bullet four which reads as follows:

- The order and timing of the work of the Employer and Others as last agreed with them by the Contractor or, if not so agreed, as stated in the Works Information.

The Contractor complies with all the requirements of Core Clause 30 as well as Employer Policies and Procedures Rev 4_0121 Annexure X.2.

2.7 Contractor's management, supervision, and key people

The *Contractor* complies with all relevant South African statutory requirements in terms of the employment of people on Site. No site-specific requirement takes precedence over any statutory requirement.

It is the Contractor's responsibility to ensure that competent persons having the knowledge, training, experience and qualifications specific to the work or task being performed, provided that, where appropriate, qualifications and training are registered in terms of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995) are utilised.

Contractor's Personnel employed at the Project Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) for any semi-skilled or skilled operation is tested by the *Project Manager* at any time at the Project Site. This may include, at the *Project Manager's* discretion, the actual performance of the operation and/or training and testing related to performance of the operation. The *Project Manager* reserves the right to prevent any person from carrying out any operation that such person is not fit or qualified to perform. The satisfactory passing of the induction operation test requirements will result in the certification of the *Contractor's* Personnel to perform that specific operation on the Project Site (and/or at such other places, if any, as may be specified under the Contract as forming part of the Site). This certification does not reduce in any way the *Contractor's* responsibilities to perform the Works as per the Contract requirements, including in a safe manner. The certification may be revoked by the *Project Manager* if such person ceases to be fit or qualified to perform the work in question at any time.

The *Contractor* is responsible for his work coordination process and the manner of execution necessary to carry out the *Works*. Work coordination includes the general and specific workflow, planning and sequence of execution of the *Works* by the *Contractor*. The *Contractor* is required to provide certain information under *Part 3 (Technical Specification and the Employer Policies and Procedures)*, to facilitate the coordination of all field construction and erection on the *Project Site* by the *Project Manager*.

For detailed requirements on Contractor's management, supervision and key people refer to the Scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3 as well as the *Employer Policies and Procedures* Rev 4_0121:

- Part 3 Annexure X.4_ Project Site Regulations & General Requirements
- Part 3 Annexure X.4.1_ Site Access and Mobilisation, Work Coordination Process & Work
- Part 3 Annexure X.4.2_ Work Coordination Plan Requirements Schedule

The Contractor appoints an Environmental Officer for the acceptance by the Employer
The Contractor appoints a Health and Safety Officer for the acceptance by the Employer
The Contractor provides an Organisational Organogram to the level required by the Employer.
The details of the Contractor's manpower on Site are submitted together with the proposed execution plan/programme.

The Employer encourages a sound and fair management and Employee relation that are essential to the promotion of goodwill and the economic wellbeing of the Employees of the Contractors.

Project Attendance (PA) bonus will be applicable to this contract. The Contractor's employees shall be entitled to Plant Attendance (PA) bonuses, this excludes management. It shall be calculated as follows: 15.5 hours accumulated by the employees per month paid by the Employer and 0.5 hours accumulated by the employees per month paid by the Contractor. PA bonuses are payable to the employees at the end of the year based on their work attendance.

For more information and/or detailed requirements refer to **Site Specific & Partnership Agreements**.

2.8 Invoicing and payment

Within one week of receiving a payment certificate from the *Project 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 *Project Manager's* payment certificate.

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd
Kusile Power Station Project
R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank
Postnet Suite 46 Emalahleni
1035
South Africa
Vat 4740101508

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Project 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)

Invoice must be send via email to: invoicesgrpcapitalKCT@eskom.co.za

NB: Payment is calculated from the correct invoice received date, not invoice date

Checklist for Invoices

- Invoice addressed to: Eskom Holdings Limited
- Read "Tax Invoice"
- Company Vat Registration
- Eskom Vat Number 4740101508
- Invoice Number
- Invoice Date (not later than last day of month of assessment)
- 45 Purchase Order Number
- Suppliers Name and Address
- Vat % (15% or zero rated)
- Assessment to be attached to invoice, together with back-up
- Rate/ Activity to be claimed in accordance with contract
- Where retention/ delay damages are applicable, need to be deducted before vat.
- CPA needs to refer back to Basic Invoice, together with calculations in accordance with contract.
- CPA invoice need to be invoiced separately
- Local and Foreign invoices to be invoiced separately
- Units to be invoice separately
- Where supplier has claimed incorrect they have to cancel their invoice with a credit note referring to incorrect invoice and issue a new invoice

2.9 Insurance provided by the *Employer*

The *Project Manager* submits policies and certificates for insurances provided by the *Employer* to the *Contractor* for acceptance before the *starting date* and afterwards as the *Contractor* instructs. The *Contractor* accepts the policies and certificates if they comply with this contract.

Refer to Core Clause 87.1 as well as Z Clauses as stated on Contract Data.

2.10 Contract change management

The *Employer* may instruct changes to the scope at any time, each instruction shall set out the change and the date on which it becomes effective; and must be issued to the *Contractor* in writing to be valid.

To manage change in Contract requirements/conditions refer to Part One - Data by the *Employer*, Core Clauses 60 Compensation Events and Core Clause 90 Termination as well as Z Clause 8, for additional information regarding Notifying Compensation Events.

Standardised forms for Notifications and other Communication are provided and/or agreed with the *Project Manager*.

The above include sequence numbering, headings as well as subject matter etc.

2.11 Provision of bonds and guarantees

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

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

The amount retained remains at this amount until the Defects Certificate is issued. No amount is retained in the assessments made after the Defects Certificate has been issued.

2.12 Records of Defined Cost, payments & assessments of compensation events to be kept by the Contractor

The *Contractor* keeps these records

- accounts of payments of Defined Cost,
- proof that the payments have been made,
- communications about and assessments of compensation events for Subcontractors and
- other records as stated in the Scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3 as well as the requirements stipulated in the “Data for the Shorter Schedule of Cost Components” related to Main Option A – Activity Schedule.

The *Contractor* allows the *Project Manager* to inspect at any time within working hours the accounts and records which he is required to keep.

The *Contractor* retains project design calculations and information for the entire life cycle of the plant and provides these to the *Employer* on prior written notice at any time notwithstanding the expiry or termination of the contract.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.3.

2.13 Training workshops and technology transfer

Appropriate training must be given to employees so that they are competent to perform the tasks assigned to and expected of them. Training also gives an employee an opportunity to develop additional skills which will benefit any organisation.

The contractor shall have a training matrix for its organisation.

The *Contractor* shall comply with the Contractor Health and Safety Requirements Document Identifier: 32-136.

To allow the *Employer's* personnel to gain first-hand experience of the Permanent Works, the *Contractor* affords every opportunity for authorised *Employer's* personnel to witness erection.

For detailed information refer to the Scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3 and to the Employer Policies and Procedures Rev 4_0121 Annexure X.4.

3 Engineering and the Contractor's design

Refer to the scope of work document - 366-360523 Kusile Power Station Landscaping Design Rev 0/366-476860 Kusile Landscaping Technical Specification Rev 3.0.

3.1 Employer's design

The extent of the *Employer's* design is shown on the drawings and described in the scope of work document - 366-360523 Kusile Power Station Landscaping Design Rev 0.

Refer to the scope of work document - 366-360523 Kusile Power Station Landscaping Design Rev 0/366-476860 Kusile Landscaping Technical Specification Rev 3.0.

3.2 Parts of the works which the Contractor is to design

The Contractor is required to supply, design, and install all required works as described in Section 3 (Description of the *works*) as detailed in the scope of work document - 366-476860 Kusile Landscaping Technical Specification Rev 3.0 Designs to be done for the entire scope of *Works*.

The *Contractor* obtains written permission from the *Project Manager* prior to the commencement of any temporary works construction. The *Contractor* is responsible and accountable for the design and construction of the following temporary *works*:

- a) All facilities within the *Contractor's* construction laydown area and camp. The areas are reinstated upon completion of the *works*.
- b) The *Contractor* to comply with safety and environmental requirements. The areas are reinstated upon completion in accordance with the relevant documentation.
- c) Excavation profile design and installation of temporary excavation support systems.
- d) Traffic accommodation measures.

3.3 Procedure for submission and acceptance of *Contractor's* design

The *Contractor's* design is required to be approved before any site work begins.

All project documents are submitted to the *Project Manager* with a transmittal note according to Project/Plant Specific Technical Documents and Records Management Work Instruction (240-76992014) Rev 1. To portray a consistent image, it is important that all documents used within the project follow the same standard of layout, style and formatting as described in the Work Instruction above. The *Contractor* is required to submit documents as electronic and hard copies and must be delivered to the *Project Manager* with a transmittal note.

The *Contractor* attends Design review meetings as laid out in the *Employer's* design review procedure document attached in Appendix C of the scope of work document.

The *Contractor* remains responsible for the correct interpretation and implementation of the design at all times. Reviews of the systems design are to be done in accordance with the *Employer's* Design Review Procedure 474-1325.

The *Contractor* is to refer conflicts in the relevant standards to the *Employer* for discussion and resolution. The *Contractor* may suggest alternative standards but may only apply them after obtaining written permission from the *Employer*.

For detailed information refer to – Scope of Work - 366-476860 Kusile Landscaping Technical Specification Rev 3.

3.4 Other requirements of the *Contractor's* design

For detailed information refer to – Scope of Work - 366-476860 Kusile Landscaping Technical Specification_3 Rev 3.

3.5 Use of *Contractor's* design

The *Employer* may use and copy the *Contractor's* design for any purpose connected with construction, use, alteration, or demolition of the *works* unless otherwise stated in the Works Information and for other purposes as stated in the Scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3.

The Contractor is also referred to Core Clause 22.1.

3.6 Design of Equipment

For detailed information refer to the Scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3 as well as to Core Clause 23.1.

3.7 Equipment required to be included in the *works*

For detailed information refer to the Scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3.

3.8 As-built drawings, operating manuals, and maintenance schedules

The creation, issuing and control of all Engineering Drawings is in accordance with the latest revision of 36-943 (Engineering Drawing Office and Engineering Documentation Standard), 36-945 and 36-946 (associated Work Instructions) to be supplied as part of the enquiry documents.

Within 1 month of takeover of the *works* by the *Project Manager*, the *Contractor* revises drawings where necessary and sends two copies for acceptance. Drawings are also submitted in an electronic format compatible with MicroStation Ver.8 supplied by Bentley Systems Inc. and one PDF copy. After acceptance, prints are provided as required of the type and in such quantities as determined by the *Project Manager*. Drawings include those drawings necessary for the efficient maintenance of the Plant. The specific KKS code of each plant, equipment and component appears on all drawings.

The prints and electronic files are deemed to form part of the *works* for the purpose of the Defects Liability Certificate.

For detailed information refer to – Scope of Work - 366-476860 Kusile Landscaping Technical Specification Rev 3.0.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed on the Site

The Contractor is required to recruit 100% of Unskilled and Semi-Skilled and 30% of Skilled Labour respectively in Nkangala District and Bronkhorstspuit Municipality Areas.

The Contractor is also referred to the Employer Policies and Procedures Rev 4_0121 Annexure X.6, the LPF Policies and Directives - Recruitment Policy Unique Identifier LPFP-12-112013. This policy must be read with the following reference documents:

1. Partnership Agreement – 12 June 2013;
2. Eskom Medupi and Kusile HR and IR Policy Directive.
3. Site Specific Agreement.

4.1.2 BBBEE and preferencing scheme

The Contractor is required to maintain or improve the B-BBEE Contribution Status Level obtained at Contract Award.

Refer to SDL&I Compliance Schedule below.

4.1.3 Supplier Development, Localisation and Initialisation (SDL&I)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Supplier Development, Localisation and Initialisation - South Africa in accordance with and as provided for. For more details refer to the *Contractor's* SDL&I Compliance Schedule.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not applicable

4.2.2 Subcontract documentation, and assessment of subcontract tenders

If the *Contractor* subcontracts work, he is responsible for Providing the Works as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the *Contractor's*.

Refer to Clause 26.

4.2.3 Limitations on subcontracting

The Contractor is required, whenever feasible procure goods and services within the Nkangala District and Bronkhorstspuit Municipality Areas for supporting services such as transportation, pest control, etc as per SDL&I Compliance Schedule.

If the *Contractor* subcontracts work, he is responsible for Providing the Works as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the *Contractor's*.

The *Contractor* does not appoint a Subcontractor on the proposed subcontract conditions submitted until the *Project Manager* has accepted them.

Refer to Clause 26.

4.2.4 Attendance on subcontractors

No additional requirements.

4.3 Plant and Materials

4.3.1 Quality

The Contractor shall ensure that quality management is done in accordance with the Employer's 240-105658000: Supplier Quality Management: Specification as well as the requirements as stated in the scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3.

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

No items are free issued by the Employer, although the *Employer*, at his expense, arrange for, develop, and maintain the various facilities and services indicated in the attached Project Site Facilities and Services Matrix at or near the Project Site, as applicable.

All facilities or services not specifically indicated as provided by the *Employer* in the attached Project Site Facilities and Services Matrix, but required for the Works (including roads, assigned lay-down yard improvements, and access needed by the *Contractor* in the performance of the Works), are provided, maintained and removed when no longer required, by the *Contractor*. Except as otherwise stated in the Contract, all *Contractor* provided facilities and services are to the satisfaction of the *Project Manager*. The provision or cessation of such *Contractor* provided facilities or services, and the erection, installation, and removal thereof and/or of related equipment, requires the *Project Manager's* approval.

These services and facilities are provided on the basis detailed in the Employer Policies and Procedures Rev 4_0121 Annexure X.5.

4.3.3 Contractor's procurement of Plant and Materials

The *Employer* obtained authority from the South African Revenue Services ("SARS") to import all equipment destined for the Kusile Power Station, whether supplied by the *Employer* or others, into the Republic of South Africa free of Customs Duties under the tariff subheading 8406.81, covered by Ruling Ref No. H.S: 3/84.06 dated 30 September 2008 ("the SARS Ruling").

In addition to the requirements of [*Transport of Goods*], the *Contractor* coordinate with the *Project Manager* regarding the arrival, unloading and inspection of Goods and the release of carrier's equipment at the Project Site. The Contractor must take all necessary steps to ensure that all Plants and Materials are adequately protected against damage during shipping, transport, off-loading and storage.

Refer to the Employer Policies and Procedures Rev 4_0121 Annexure X.4, X.7 and X8.

4.3.4 Spares and consumables

For detailed information refer to the scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3.

4.4 Tests and inspections before delivery

Refer to the scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3 as well as Core Clause 40 and 41.

4.5 Marking Plant and Materials outside the Working Areas

For detailed information refer to the scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3 as well as Clause 70 and 71.

All crates and packages are clearly marked "Eskom Holdings Limited, Kusile Power Station, Witbank, Mpumalanga Province, Republic of South Africa".

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.7.

4.6 Contractor's Equipment (including temporary works).

Refer to section 3.6 of this Works Information.

4.7 Cataloguing requirements by the Contractor

Refer to Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974) as well as the scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3.

5 Construction

5.1 Temporary works, Site services & construction constraints

5.1.1 Employer's Site entry and security control, permits, and Site regulations

The *Employer* provides perimeter security and access control for the Project Site. Strict access control is implemented 24 hours a day at all entrances to the Project Site. All persons and vehicles entering or exiting

the Project Site may be subjected to searches and the *Employer* reserves the right to refuse entrance to Project Site to any person not meeting security and/or access requirements.

Only a limited number of *Contractor* and Subcontractor non-construction vehicles are allowed onto the Project Site. As a general rule, however, *Contractors'* and visitors' personal vehicles are not allowed within the Project Site and are parked in the designated area and the *Contractor* is required to collect his visitors from the access point.

Vehicle entry discs are issued at the discretion of the *Project Manager* on receipt of an application signed by the *Contractor*. Applications for vehicle entry discs are made in a form prescribed by the *Project Manager*.

The *Contractor's* Personnel and any visitors on the Project Site is in possession of a valid identification card supplied by the *Employer*. Applications for identification cards are made in the form prescribed by the *Project Manager*. The identification cards and finger identification be used to gain access to the Project Site and only persons with legitimate business on the Project Site and in possession of such identification cards are allowed access.

Applications for identification cards and fingerprint imaging are made in good time prior to access being required.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4 & X.4.1.

Eskom Holdings SOC Limited ("Employer") as an entity is a State-Owned Company and is therefore subject to regulatory compliance as is applicable to the Government. Eskom Power Stations are of strategic importance and are declared as National Key Points in terms of the National Key Points Act 102 of 1980. The Employer therefore needs to ensure that all Personnel granted access to its premises can be trusted. Furthermore, the State Security Agency, in the execution of the National Strategic Intelligence Act 39 of 1994, requires the Employer, as a State-Owned Entity, to comply with the requirements of Chapter 5 of the Minimum Information Security Standard ("MISS") and implement a security screening process.

In light of the above, and further to the issuance of the New Access Permit Procedure earlier this year, the Employer hereby advises that with effect from Monday 18th September 2023, all new employees engaged on the Kusile Site, including those switching employment between companies, will be required to submit a valid SAPS Clearance Certificate when submitting their application for Site Access.

A SAPS Clearance Certificate can be obtained from either SAPS or any accredited supplier linked to SAPS AFIS system. A SAPS Police Clearance Certificate (PCC) will also be recognised. Only valid Certificates, issued within 90 days of the Site Access Permit Application, will be accepted. No receipts/proof of application will therefore be permissible after 18th September 2023.

Contractors/Employers must ensure that their respective recruitment process allows sufficient time for a SAPS Clearance Certificate to be obtained. Access cards will only be issued to employees who have provided a valid SAPS Clearance Certificate with their respective Site Access Permit Application.

Refer to Revised Kusile Access Control Work Instruction 240-128446322.

5.1.2 Restrictions to access on Site, roads, walkways, and barricades

The *Employer* provides and maintains construction parking and general use roads on the Project Site. A construction parking lot is located outside the main security fence for *Contractor's* Personnel and visitors. Parking facilities are limited. *Contractor's* Personnel and visitors failing to park as directed while using this lot may have their vehicle removed and/or be banned from future use of the lot.

The *Contractor* is solely responsible for the protection and security of the Works and all areas allocated to him, including his allocated lay-down areas and areas outside the Project Site, if any, which are specified under the Contract as forming part of the Site.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.5 as well as all other relevant sections.

5.1.3 People restrictions on Site; hours of work, conduct and records

The Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997), stipulates the permissible working hours for individuals to perform their duties optimally.

The submitted and approved program show resourced material and manpower quantities and units per Activity, while the Monthly report details of actual and planned resources including number of each class of *Contractor's* Personnel and of each type of the *Contractor's* Equipment at the Project Site (and/or at other places, if any, as may be specified under the Contract as forming part of the Site) for the relevant period.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.2.

Staff consistently working excessive hours of overtime risk their health and safety and that of their colleagues due to fatigue. Fatigue can have deadly consequences, especially in environments where a loss of alertness can threaten the health and safety of the employee or others.

The *Contractor* shall comply with the Contractor Health and Safety Requirements Document Identifier: 32-136.

5.1.4 Health and safety facilities on Site

The *Contractor* complies with all applicable Laws and the Project fire protection requirements, as amended from time to time, in respect of fire protection requirements during construction. The *Contractor* alone is responsible for providing adequate fire protection.

Without limitation, the *Contractor* provides adequate fire protection equipment in each warehouse, office, and other temporary structures, and in each work area being occupied to the satisfaction of the *Project Manager*. Access to sources of fire water are identified and kept open at all times.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.5.

The *Contractor* shall comply with the Contractor Health and Safety Requirements Document Identifier: 32-136.

5.1.5 Environmental controls, fauna & flora, dealing with objects of historical interest

The *Contractor* shall comply with the environmental criteria and constraints stated in Environmental Management Plan Rev 4_0121 Part 3 Annexure X.10 in this Works Information.

5.1.6 Title to materials from demolition and excavation

The *Contractor* has no title to an object of value or of historical or other interest within the Site. The *Contractor* notifies the *Project Manager* when such an object is found, and the *Project Manager* instructs the *Contractor* how to deal with it. The *Contractor* does not move the object without instructions.

The *Contractor* has title to materials from excavation and demolition only as stated in the Works Information.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure D Environmental Specification Rev 1.

5.1.7 Cooperating with and obtaining acceptance of Others

The *Contractor* co-operates with Others in obtaining and providing information which they need in connection with the *works*. He co-operates with Others and shares the Working Areas with them as stated in the Works Information.

Refer to Clause 25.1.

Except as directed by the *Project Manager*, the *Contractor* in no way interfere with, remove, adjust or operate plant, materials and/or equipment of or being supplied or operated by Other Project *Contractors*. Without derogating from the foregoing, the *Contractor* does not cut reinforcing steel, remove concrete, drill holes into concrete or structural steel, weld on to reinforcing bars or structural steel without the approval of the *Project Manager*.

The *Contractor*, at all times, keep the work of Other Project Contractors free from dropping, dripping and spattering of materials used in the Works.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4.1.

5.1.8 Publicity and progress photographs

The taking of photographs of the Kusile Power Station including the Project Works is restricted and subject to the approval of the *Project Manager* as provided for under the Contract.

The *Contractor* submits monthly progress reports to the *Project Manager*. The reports are submitted in writing in a form approved by the *Project Manager*. An electronic copy and two hard copies of each progress report are submitted to the *Project Manager*.

Colour photographs in digital format showing progress in the course of manufacture and on the Site, with each set comprising at least 20 colour photographs, individually marked with the date taken, a description of the subject and the direction of view.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.2 for more information.

5.1.9 Contractor’s Equipment

Records are kept of Equipment on Site including whether it is owned or hired. This includes any scaffolding, rigs, heavy lifts and cranes and when it came to and was removed from the Working Areas. Contractors requiring the removal of any equipment, tools, components, materials, spares etc from Site will require an OV28 release form to be signed by an authorised KET representative. Signing of the OV 28 release will only be undertaken during normal working hours, i.e. Monday to Thursday 07:00hrs – 16:30hrs, Friday 07:00hrs – 13:30hrs and 07:00hrs – 14:30hrs on a PLA Thursday. No Contractor will be permitted to remove anything from Site without KET’s prior approval.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4, and X.9.

5.1.10 Equipment provided by the Employer

No equipment is made available by the Employer except plant which needs to be tied into will be made accessible for the tie-in process.

5.1.11 Site services and facilities

The *Employer*, at his expense, arrange for, develop, and maintain the various facilities and services indicated in the attached Project Site Facilities and Services Matrix at or near the Project Site, as applicable. These services and facilities are provided on the basis detailed in the table below.

Site Facilities, Utilities and Services	Provided by		Details
	Contractor	Employer	
Item			
Field Office			
Field office structure	X		
Field office furniture	X		
Field office equipment	X		
Field office supplies	X		
Artisan change facilities	X		
Fabrication shops	X		
Equipment			
Construction equipment	X		
Contractor construction elevator	X		
Contractor equipment operator testing	X		
Communication			
Internet connection	X		
Radio & cell phone communication	X		
Telephone			

Item	Provided by		Details
	Contractor	Employer	
Construction telephone main service line		X	
Construction telephone line connection to Contractor field office	X		
Contractor's telephone equipment and system wiring	X		
Electrical Power			
Construction main power source and maintenance		X	
Construction power primary distribution system and maintenance		X	
Construction power Contractor's distribution system	X		
Construction power Contractor's distribution system maintenance	X		
Construction power energy usage payment		X	
Construction Lighting			
Structures interior temporary lighting and maintenance	X		
Contractor specific work area temporary lighting and maintenance	X		
General areas site lighting and maintenance		X	
Contractor areas site temporary lighting and maintenance	X		
Water - potable and non-potable			
Construction water source		X	Contractor collects from identified point
Construction water Contractor's distribution and maintenance system	X		
Construction water usage payment		X	
Drinking water distribution	X		
Heat			
Temporary heating facilities/system	X		
Sanitary Facilities			
Construction primary sanitary facilities and maintenance		X	
Contractor's structures construction sanitary facilities and maintenance	X		
Access Roads			
Primary access roads and maintenance		X	
Contractor specific access roads and maintenance	X		
Primary access road dust control		X	
General Work related dust control	X		
Provide construction parking area and maintenance		X	
Storage Facilities			
Onsite lay-down space		X	

Item	Provided by		Details
	Contractor	Employer	
Site Facilities, Utilities and Services			
Contractor storage area maintenance	X		
Construction warehousing	X		
Tool storage facilities	X		
Climate controlled storage facilities	X		
Construction equipment fuelling facilities	X		
Security			
Overall site security		X	
Contractor specific areas security	X		
Overall site security access card and finger print system and materials		X	
Medical Facilities			
Onsite first aid/medical services		X	
Project emergency ambulance		X	
Heliport Area		X	
Fire Protection			
Construction fire protection – fire extinguishers	X		
Construction fire protection - stand pipe	X		
Overall site fire brigade participation	X		
Construction fire equipment & vehicles		X	
Clean-up			
General refuse offsite disposal		X	
Contractor general refuse collection and onsite disposal	X		
Contractor field office cleaning service	X		
Hazardous waste disposal and clean-up / rehabilitation	X		
Concrete source			
Concrete source	X		
Concrete usage payment	X		
Concrete test facilities and testing	X		
Scaffolding			
Scaffolding supply/erection	X		
Welding			
Welder testing	X		
Welder test facilities	X		
Welding/cutting consumables	X		
Railroad			
Railroad siding install & maintenance			None
Food Services			
Allowed onsite - Yes/No	No	Yes	
Canteen		X	
Canteen fee payment	X		

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.5 Project Site Facilities and Services

The *Contractor* should note that the *Employer does no longer* provide accommodation as stated in Part 3 Annexure X.6 of the Employer Policies and Procedures. However, the Employer provided Project Site canteen, induction and medical facilities are dealt with under Part 3 Annexure X.6 of the *Employer Policies and Procedures*.

5.1.12 Facilities provided by the Contractor

For detailed information refer to the scope of work document Unique Identifier 366-476860 - Kusile Landscaping Technical Specification Rev 3 as well as Employer Policies and Procedures Rev 4_0121 Annexure X.4.

5.1.13 Existing premises, inspection of adjoining properties and checking work of Others

Information, if any, on existing services and structures, including underground installations (“services and installations”), at the Project Site (and/or at other places, if any, as may be specified under the Contract as forming part of the Site) is made available solely to assist the *Contractor* in the execution of the Works.

The *Contractor* carries out the Works on the basis that services, and installations may exist that are not indicated on drawings provided.

The *Contractor* is responsible for locating and identifying all services and installations (such as, but not limited to, oil, water, air, and gas lines, sewers and other drains, circulating water lines, oil separators, septic tanks, telephone lines, electrical duct banks and racking or buried structures within the Project Site and/or at other places, if any, as may be specified under the Contract as forming part of the Site) where any penetration (such as, but not limited to, excavation, ploughing, trenching, driving of well points, or insertion of any tool or device below the surface) is anticipated or required or where construction operations may subject services and installations to damage, prior to the performance of such work.

The *Contractor* hand excavates and positively identifies all services and installations. All information relative to the services and installations are recorded by the *Contractor* and incorporated into the construction records in accordance with the requirements of the Contract.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4 for detailed requirements.

5.1.14 Survey control and setting out of the works

The Contractor is responsible for setting out the Works.

The *Contractor* is issued with a series of project drawing numbers which applies to all drawings including those from subcontractors. These numbers are then used for reference throughout the project.

All facilities or services not specifically indicated as provided by the *Employer* in the attached Project Site Facilities and Services Matrix, but required for the Works (including roads, assigned lay-down yard improvements, and access needed by the *Contractor* in the performance of the Works), are provided, maintained and removed when no longer required, by the *Contractor*.

Refer to Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0.

5.1.15 Excavations and associated water control

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4 & X.9 SHE Specification Rev 5. Refer to Kusile Technical Specification Rev 3 as well as SANS 1200 requirements for handling deep foundations and controlling water from excavations.

5.1.16 Underground services, other existing services, cable and pipe trenches and covers

The Contractor is responsible to determine the location of all underground services, uses the correct detection equipment for locating them and are clearly marked.

Should the Contractor damage any services, known and unknown, the Contractor reinstates such services at its own cost according to the Project Manager’s accepted procedures and methods and to the Project Manager’s satisfaction.

All incidents of damaged underground services are immediately notified to the Project Manager.

Refer to Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0. as well as Employer Policies and Procedures Rev 4_0121 Annexure X.4.

5.1.17 Control of noise, dust, water, and waste

The *Contractor* maintains a high standard of cleanliness during the conduct of his activities on the Project Site (and at other places, if any, as may be specified under the Contract as forming part of the Site). The *Contractor*, at all times maintain, clean and attend to the upkeep of the Site and such other areas as may be allocated for storage of materials, site offices, etc. to the satisfaction of the *Project Manager*. The *Contractor* at all times keeps these areas, clean and free from accumulation of waste materials and refuse regardless of the source.

During sweeping and dusting, the *Contractor* ensures that a minimum amount of dust is liberated into the atmosphere. Cleaning by vacuum cleaners is preferred and the use of compressed air for cleaning is prohibited.

Except as otherwise directed by the *Project Manager*, the *Contractor* provides dust suppression for the *Contractor's* yard and for the *Contractor's* working areas. The *Employer*, however, provides dust suppression for roads and other common areas which are not used exclusively or primarily by the *Contractor*.

The *Contractor* is responsible for the prompt removal of all waste to a designated disposal area. The disposal area is on or in the vicinity of the Project Site and is designated by the *Project Manager*. Waste is only disposed of at a designated area.

For more details, refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4, X9 and X10 as well as any other relevant procedures.

5.1.18 Sequences of construction or installation

Refer to Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0 as well as Employer Policies and Procedures Rev 4_0121 Annexure X.4.1.

5.1.19 Giving notice of work to be covered up

Before the Contractor covers up any Works, the Supervisor is contacted to arrange for a final inspection of the Works by the Quality Department.

Only when the final Quality Inspection is done and signed off by both the Supervisor and the Quality Department may that particular piece of Works be covered up.

5.1.20 Hook ups to existing works

The Contractor shall design, procure, install, flush and commission the Low Pressure Irrigation System for the canteen, fire station, medical and administration building, workshop & stores and temporary canteen area. The Employer shall furnish the designs and drawings for the Contractor to connect to the Employer's existing pipe and the routing to the valve box.

The drainage for the area to be integrated and tied into existing drainage systems.

Refer to Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0 as well as the Employer Policies and Procedures Rev 4_0121 Annexure X.5.

5.2 Completion, testing, commissioning, and correction of Defects

5.2.1 Work to be done by the Completion Date

On or before the Completion Date the *Contractor* has done everything required to Provide the Works except the work listed below which may be done after the Completion Date but in any case before the dates as stated. The Project Manager cannot certify Completion until all the work, except that listed in the table below has been done and is also free of Defects which would have in his opinion prevent the Employer from using the Works and Others from doing their work.

Item of work	To be completed by
As built drawings of the whole of the Works	Within 21 days after Completion
Landscape maintenance	A year after completion
Site de-establishment	Within 10 days after rectifying the last defect

The Contractor is referred to Clause 12.1(2) and to Document Identifier 240-125815990 – Kusile Commissioning Completion Work Instruction.

5.2.2 Use of the works before Completion has been certified

The Employer may use any part of the Works before Completion, should the Project Manager deem it necessary for whatever reason.
Refer to Clause 35.2.

5.2.3 Materials facilities and samples for tests and inspections

The *Contractor* submits his drawings, designs and calculations for acceptance prior to the start of manufacture, as required by the *Project Manager*. All such material becomes the property of the *Employer*. Calculations are supplied to substantiate the *Contractor's* designs of leading items of the supply and are submitted to the *Project Manager* for acceptance before the start of manufacture in accordance with the technical specification.

Refer to Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0.

5.2.4 Commissioning

The *Project Manager* provides subsystem and system turnover packages and schedule to facilitate the sequential initial testing and operation of equipment groupings and systems. The individual components of equipment groups and systems are identified in turnover packages issued to the *Contractor*.

The *Contractor* finish the part of the Works for each turnover packages in a manner to support the overall sequence and schedule of testing and initial operation of subsystems and systems to allow timely turnover for extended operation. The *Contractor* participates in meetings, walk downs, corrections, and punch list completion to support the established turnover for initial operation process.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4, X.4.2 as well as Document Identifier 240-125815990 – Kusile Commissioning Completion Work Instruction.

5.2.5 Start-up procedures required to put the works into operation

The *Contractor* provides all temporary instrumentation and other devices required during checkout and operation of the equipment. Individual items of Plant are completed in a sequence that permit systematic checkout and trial operation of each such component before it is incorporated in the initial system operation. Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4 as well as Document Identifier 240-125815990 – Kusile Commissioning Completion Work Instruction.

5.2.6 Take over procedures

The Employer need not take over the Works before Completion Date if it is stated in the Contract Data that he is not willing to do so. Otherwise, the Employer takes over the Works not later than two weeks after Completion.

The Employer may use any part of the Works before Completion has been certified. If he does so, he takes over the part of the Works he begins to use except the use is for a reason stated in the Works Information or to suit the Contractor's method of working.

The Project Manager certifies the date upon which the Employer takes over any part of the Works and its extent within one week of the date.

Prior to the issue of the Taking-Over Certificate for the Works or for the Section in question, all holes, ruts, settlements and depressions resulting from the Works or use of areas are filled and graded to match elevations of adjacent surfaces, and all areas disturbed by the Works (including lay-down areas) are restored to their original condition to the maximum extent practicable and to the satisfaction of the *Project Manager*. Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4 and any other related procedures.

5.2.7 Access given by the Employer for correction of Defects

The *Project Manager* establish an operation control system (OCS) to protect personnel and equipment as the individual equipment and functional systems are completed and capable of energization. The OCS procedures establish control over the placement of appropriate tags on equipment and functional system components to indicate their status and the required mandatory clearance procedures to allow operation, testing, energization, or removal from service of the equipment or system.

The *Contractor* ensures the OCS procedures are strictly followed by all personnel performing the Work under this Contract.

The *Contractor* ensures that any services and installations damaged in the execution of the Works are repaired and fully restored, by suitably qualified and competent persons, to a condition at least equal to that which existed just prior to the time of damage. All such repair and restoration work are carried out at the cost of the *Contractor* and is done to the satisfaction of the *Project Manager*.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4 as well as to Clause 43.4.

5.2.8 Performance tests after Completion

The *Contractor* renders all services and do all work required to place each item of Plant, including all auxiliaries, piping, and wiring, in operating condition to the satisfaction of the *Project Manager*. The *Contractor* provides sufficient proof that the Plant is operational, including, but not limited to, documented test and inspection reports, and other related documentation as deemed necessary by the *Project Manager*.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4 as well as to the Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0.

5.2.9 Training and technology transfer

To allow the *Employer's* personnel to gain first-hand experience of the Permanent Works, the *Contractor* affords every opportunity for authorised *Employer's* personnel to witness erection.

The *Contractor* is required to give necessary training where necessary to the *Employer's* employees for equipment installed and requires operating and maintenance by the *Employer*.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4 as well as to the Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0.

5.2.10 Operational maintenance after Completion

Refer to Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0.

6 Plant and Materials standards and workmanship

6.1 Investigation, Survey and Site clearance

The *Contractor* shall carry out further investigation of existing facilities or of the Site before commencing final design.

The *Contractor* is responsible for locating and identifying all services and installations (such as, but not limited to, oil, water, air, and gas lines, sewers and other drains, circulating water lines, oil separators, septic tanks, telephone lines, electrical duct banks and racking or buried structures within the Project Site and/or at other places, if any, as may be specified under the Contract as forming part of the Site) where any penetration (such as, but not limited to, excavation, ploughing, trenching, driving of well points, or insertion of any tool or device below the surface) is anticipated or required or where construction operations may subject services and installations to damage, prior to the performance of such work.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4 for detailed requirements as well as the Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0.

6.2 Building works

Refer to the Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0.

6.3 Civil engineering and structural works

Refer to the Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0.

6.4 Electrical & mechanical engineering works

Refer to the Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0.

6.5 Process control and IT works

Refer to the Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0.

6.6 Other [as required]

No additional requirements.

7 List of drawings List of drawings

7.1 Drawings issued by the *Employer*

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

Note: Some drawings may contain both Works Information and Site Information.
Refer to the Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 3.0 and any other document relevant to the Works.

Drawing number	Revision	Title
P146838-0GAF-M1660F	2	Raw Water Supply Valve Box GAF – 09 Piping Details
P146838-0UXC-S3344D	14	Terrace Underground Facilities – Site Plan Area 44
P146838-0GAF-M2660A	10	Piping & Instrument Diagram Raw Water Supply
P146838-0UXC-S3345	7	Terrace Underground Facilities Sit Plan Area 45
P146838-0UXC-S3963	34	Terrace Underground Facilities Site Valve Pits
P146838-0UXC-S5460	0	Pipe Support – Foundations Support Pedestals Plans
P146838-0UXC-S5480	14	Pipe Support – Foundations Plans & Sections
P146838-0UXC-S9480A	5	Pipe Support – Reinf Steel Plans & Sections
P146838-0UXB-E2603A	0	Site Electrical Roadway & Area Lighting Circuiting
P146838-0UXB-E2603	2	Site Electrical Roadway & Area Lighting
P146838-0UXB-E2603D	1	Site Electrical Roadway & Area Lighting Circuiting
P146838-0UXB-E2603C	1	Site Electrical Roadway & Area Lighting Circuiting
P146838-0UXB-E2603B – 3HML 24_25_32	2	Site Electrical Roadway & Area Lighting Circuiting
P146838-0UXB-E2603E	1	Site Electrical Roadway & Area Lighting Circuiting
P146838-0UXC-S3318	7	Terrace Underground Facilities – Site Plan Area 18
P146838-0UXC-S3327	11	Terrace Underground Facilities – Site Plan Area 27
P146838-0UXC-S3328	5	Terrace Underground Facilities – Site Plan Area 28

C3.2 *CONTRACTOR'S* WORKS INFORMATION

This section could also be compiled as a separate file.

PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4	This cover page	1
	Site Information	4
	Total number of pages	5

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which:

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

4.1 General description

There had been a vast increase in demand for electricity in South Africa, the *Employer* thus decided to increase its electricity generating capacity and built a new coal-fired power station, consisting of six super critical units with a nominal generating capacity of 4800 MW. The station is designed to operate at maximum continuous rating during the day with reduced load during the night, and with the ability to two-shift (later in the life of the station).

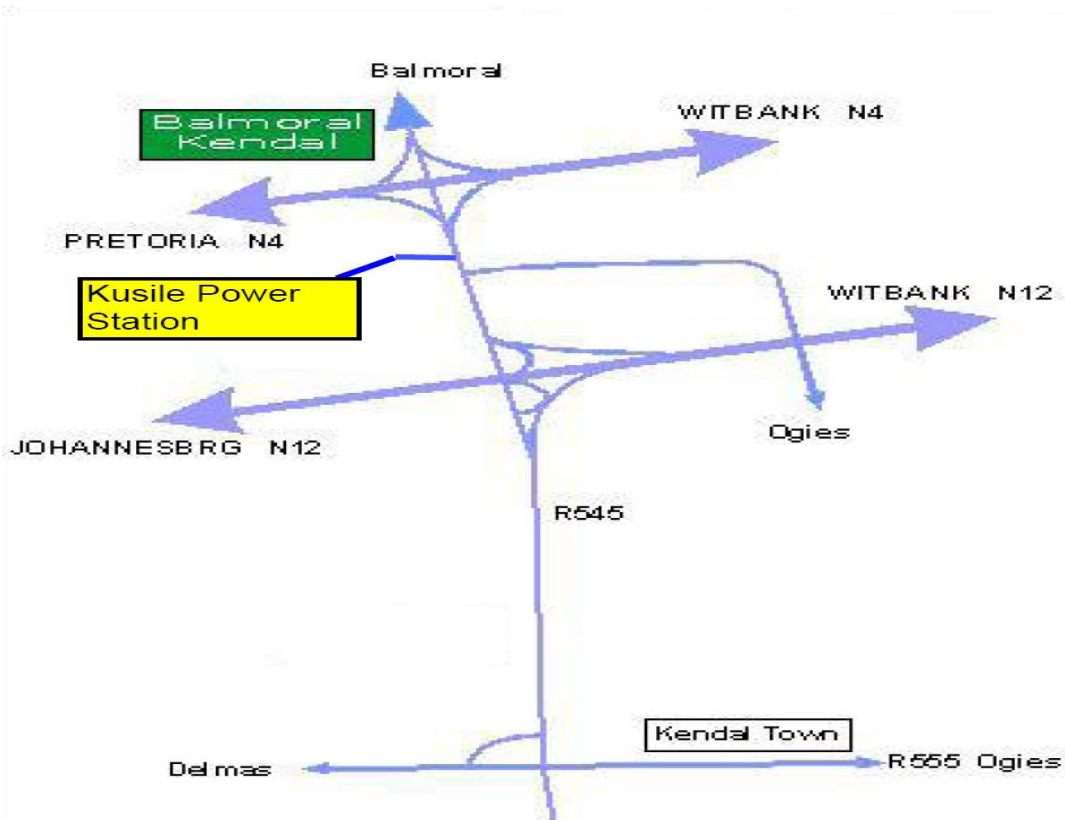
The Kusile Power Station is slightly larger than its neighbouring existing Kendal Power Station in terms of design, dimensions, and operation. The power station structure is approximately 130 m high and approximately 700 m wide. The required stacks are approximately 220 to 250 m in height. Direct dry-cooling technology is applied, with only a small open evaporative system for critical auxiliaries that cannot be accommodated by the main cooling system. No cooling towers are constructed for the main cooling system.

Other related infrastructure includes a coal stockpile, conveyor belts and an ash dump, with infrastructure such as transmission lines being planned to integrate the station into the national electricity grid. The EIA for the transmission lines is a separate process and therefore does not form part of the Project Works.

The *Employer* expects that the Kusile Power Station will provide cost effective electricity to the South African power grid while maintaining the *Employer's* environmental and social objectives.

4.2 Site Location

The Project Site for Kusile Power Station is situated approximately in the area between Witbank and Bronkhorstspuit, between the N4 and N12 freeways. The site is on the portions of the farms Hartbeesfontein 537-JR and Klipfontein 566-JR. The western boundary of the site lies parallel to and approximately 2500 meters west of road D686 (route R545) which is located in the Mpumalanga province of South Africa. The site is in the Upper Olifant sub-area of the Olifant Water Management Area. The site falls within the B20F quaternary catchment and the larger Wilge River catchment. The approximate location and access routes are shown in the following figures.



4.2.1 Road Access

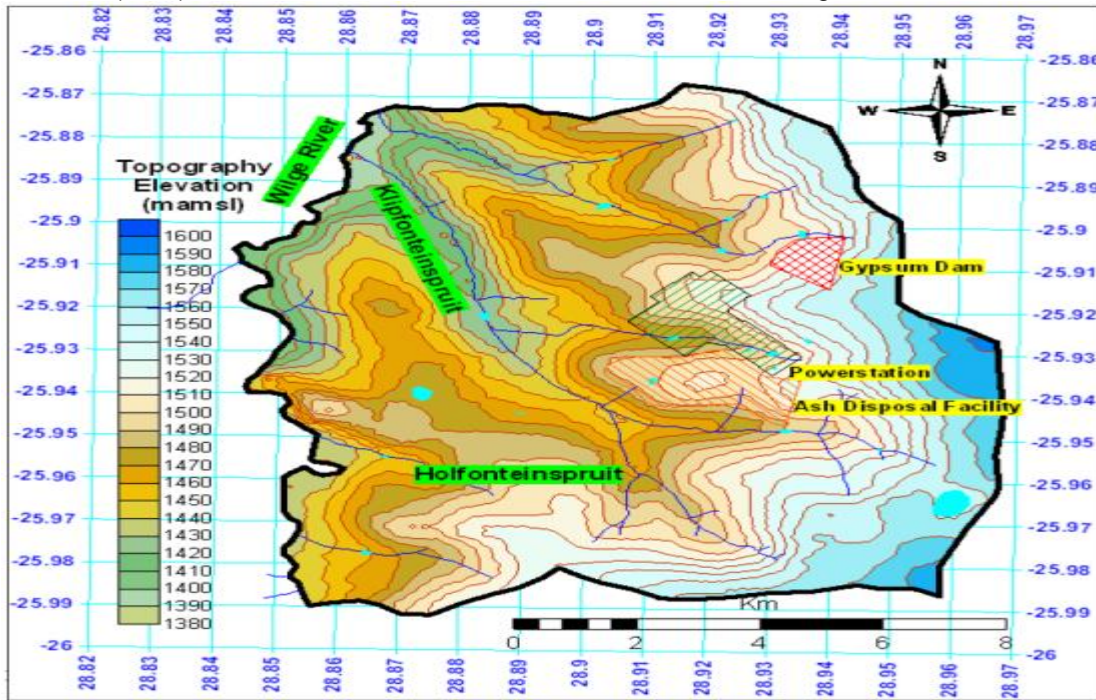
The closest national access route roads are the N12 and the N4.

The Project Site is accessed from the existing trunk road that runs from either N4 or N12. Accordingly, great care must be taken in managing the traffic flow through this route in order to minimise disruption and maximise public safety.

The *Contractor* provides suitable management measures for the regulation of construction traffic, particularly at the junctions of the existing and new roads in the vicinity of the Project Site. These measures are subject to the *Project Manager's* approval and complies with the specific requirements imposed by the applicable Law or otherwise to ensure public safety.

4.3 Topographical Data

The surface topography consists of a gently undulating plateau of the Highveld region with gently sloped hills. The highest point of the site lies approximately at a height of 1520 meters above sea level (masl) on the eastern section of the site. The lowest point on the site is approximately at a height of 1440 meters above sea level (masl) on the western section of the site, illustrated in the Figure below.



4.4 Existing buildings, structures, and plant & machinery on the Site

Information, if any, on existing services and structures, including underground installations (“services and installations”), at the Project Site (and/or at other places, if any, as may be specified under the Contract as forming part of the Site) is made available solely to assist the *Contractor* in the execution of the Works.

The *Contractor* carries out the Works on the basis that services, and installations may exist that are not indicated on drawings provided.

The *Contractor* is responsible for locating and identifying all services and installations (such as, but not limited to, oil, water, air, and gas lines, sewers and other drains, circulating water lines, oil separators, septic tanks, telephone lines, electrical duct banks and racking or buried structures within the Project Site and/or at other places, if any, as may be specified under the Contract as forming part of the Site) where any penetration (such as, but not limited to, excavation, ploughing, trenching, driving of well points, or insertion of any tool or device below the surface) is anticipated or required or where construction operations may subject services and installations to damage, prior to the performance of such work.

The *Contractor* hand excavates and positively identifies all services and installations. All information relative to the services and installations are recorded by the *Contractor* and incorporated into the construction records in accordance with the requirements of the Contract.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4 for detailed requirements.

The drainage for the area to be integrated and tied into existing drainage systems.

Refer to Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 2.0

4.5 Subsoil information

Comprehensive geotechnical surveys have been carried out and results are contained in the following reports:

- Volume 1 – Report on Geotechnical Investigation (Dated March 2008 – Rev. 1 - 6/07), Text and Appendixes A - D
- Volume 2 – Report on Geotechnical Investigation (Dated March 2008 – Rev. 1 - 6/07), Text and Appendixes E - H

These are available on request from the *Project Manager*. The *Contractor* is deemed to have considered and familiarised himself with these reports for the purpose of submitting his Tender.

4.6 Hidden services

Refer to Scope of Work document Unique 366-476860 Kusile Landscaping Technical Specification Rev 2.0.

4.7 Other reports and publicly available information

No additional data available