

**Provision of Cooling Towers 1 – 6 Internal Civil Refurbishment during planned (GO and MGO) at Matla Power Station for a period of 5 years as an when required basis.**

**NEC3 Term Service Contract (TSC3)**

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

**and [.....]**

**for Provision of Cooling Towers 1 – 6 Internal Civil  
Refurbishment during planned (GO and MGO) at  
Matla Power Station for a period of 5 years as an  
when required basis.**

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

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## **PART C1: AGREEMENTS & CONTRACT DATA**

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<b>Contents:</b>	<b>No of pages</b>
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[to be inserted from Returnable Documents at award stage]	
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# C1.1 Form of Offer & Acceptance

**Offer**

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

**Provision of Cooling Towers 1 – 6 Internal Civil Refurbishment during planned (GO and MGO) at Matla Power Station for a period of 5 years as an when required basis.**

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

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

Options A or C	The offered total of the Prices exclusive of VAT is	<b>R</b>
	Sub total	<b>R</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the amount due inclusive of VAT is	<b>R</b>

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:

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)	_____	Matla Power Station
Name(s)	_____	Private Bag X5012
Capacity	_____	Kriel,2271
<b>for the Employer</b>	Eskom Matla Power Station	
	_____ <i>(Insert name and address of organisation)</i>	
Name & signature of witness	_____	Date _____

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

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

Note:

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

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

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

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

**For the tenderer:**

**For the Employer**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Capacity \_\_\_\_\_  
 On behalf of \_\_\_\_\_  
 Name & signature of witness \_\_\_\_\_  
 Date \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Matla Power Station  
 Private Bag X5012  
 Kriel, 2271  
 \_\_\_\_\_  
 \_\_\_\_\_





# C1.2 TSC3 Contract Data

## Part one - Data provided by the *Employer*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data.
2. Some TSC3 options are always selected by Eskom Holdings SOC Ltd. The remaining TSC3 options are identified by shading in the left-hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X5: Sectional Completion</b>
		<b>X7: Delay damages</b>
		<b>X9: Transfer of rights</b>
		<b>X10: Employer's Agent</b>
		<b>X11: Termination by the Employer</b>
		<b>X12: Partnering</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>

of the NEC3 Term Service Contract April  
2013<sup>1</sup> (TSC3)

10.1	The <i>Employer</i> is (name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
10.1	The <i>Service Manager</i> is (name):	
	Address	<b>Matla Power Station Delmas Road Kriel 2271</b>
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	<b>Cooling Tower U1 - 6</b>
11.2(13)	The <i>service</i> is	<b>Provision of Cooling Towers 1 – 6 Internal Civil Refurbishment during planned (GO and MGO) at Matla Power Station for a period of 5 years as an when required basis.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Unprotected strikes</b>
11.2(15)	The Service Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes refers.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>- Within 2 working days non outage periods - During Outages within 12 hours including weekends and public holidays</b>
2	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>1 week after receiving task order</b>
3	<b>Time</b>	

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 [www.ecs.co.za](http://www.ecs.co.za)

30.1	The <i>starting date</i> is.	<b>TBC</b>
30.1	The <i>service period</i> is	<b>5 Years</b>
<b>4</b>	<b>Testing and defects</b>	<b>As per section X18 and section 4.3.2</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	- <b>Service manager may when deemed necessary request Bi-Weekly payment assessments or on the completion of work</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>14 or 60 days as per Eskom Finance Procedures.</b>
51.4	The <i>interest rate</i> is	<p><b>the publicly quoted prime rate of interest (calculated on a 365-day year) charged by from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</b></p> <p><b>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter (and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</b></p>
<b>6</b>	<b>Compensation events</b>	<b>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</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>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</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer’s</i> risks	<p><b>1. Unprotected Strikes</b></p> <p><b>2. Outage Deferment</b></p>

<b>9</b>	<b>Termination</b>	<b>Termination core clauses as per NEC3 shall be applied</b>		
<b>10</b>	<b>Data for main Option clause</b>			
<b>A</b>	<b>Priced contract with price list</b>			
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>2 weeks</b>		
<b>11</b>	<b>Data for Option W1</b>			
W1.1	The <i>Adjudicator</i>	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address	[•]		
	Tel No.	[•]		
	Fax No.	[•]		
	e-mail	[•]		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) 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	[•] South Africa		
	The person or organisation who will choose an arbitrator			
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
<b>12</b>	<b>Data for secondary Option clauses</b>			
<b>X1</b>	<b>Price adjustment for inflation</b>			
X1.1	<b>The <i>base date</i> for indices is:</b>			
	The proportions used to calculate the Price Adjustment Factor are:	proporti on	linked to index for	Index prepared by
		0.		

	The prices are fixed and firm for the first year thereafter the contract will be adjusted as per the table below at contract anniversary.	<table border="1"> <tr> <td>0.</td> <td></td> <td></td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>15%</td> <td colspan="2">non-adjustable</td> </tr> <tr> <td>100%</td> <td></td> <td></td> </tr> </table>	0.			0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	15%	non-adjustable		100%		
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0.	[•]	[•]																		
0.	[•]	[•]																		
15%	non-adjustable																			
100%																				
<b>X2</b>	<b>Changes in the law</b>	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																		
<b>X17</b>	<b>Low service damages</b>																			
X17.1	The <i>service level table</i> is in	As per Annexure “B”																		
<b>X18</b>	<b>Limitation of liability</b>																			
X18.1	The <i>Contractor’s</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.0 (zero Rand)</b>																		
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	<b>the amount of the deductibles relevant to the event described in the “Format TSC3” insurance policy available</b>																		
X18.3	The <i>Contractor’s</i> liability for Defects due to his design of an item of Equipment is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• the amounts excluded and unrecoverable from the <i>Employer’s</i> insurance (other than the resulting physical damage to the <i>Employer’s</i> property which is not excluded) plus the applicable deductibles</li> </ul>																		
X18.4	The <i>Contractor’s</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor’s</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer’s</i> property, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property</li> </ul>																		

		<b>right.</b>
X18.5	The <i>end of liability date</i> is	<b>2 months after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 days of receiving the Task Order for Normal outage planning 12 Hours for the emergency conditions apply</b>
<b>X20</b>	<b>Key Performance Indicators (not used when Option X12 applies)</b>	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	<b>Not part of this Contract Data</b>
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	<b>As per the task Order issued</b>
<b>Z</b>	<b>The <i>additional conditions of contract</i> are</b>	<b>Z1 to Z14 always apply.</b>

**Z1 Cession delegation and assignment**

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

**Z2 Joint ventures**

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the

*Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.

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

## **Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Service Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

## **Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

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

guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

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

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

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

**Z8 Notifying compensation events**

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

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

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**Z9 Employer's limitation of liability**

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

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

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

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

**Z11 Ethics**

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

**Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

**Coercive** means to harm or threaten to harm, directly or indirectly, an Affected Party or the

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

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

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

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

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

## Z12 Insurance

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

#### Insurance cover 83

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

### Z 12.2 Replace core clause 86 with the following:

#### Insurance 86 by the *Employer*

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

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

- Z13.1 **The *Employer* is the operator of the Matla Power Station (MTLPS), 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 MTLPS.**
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

**Z14 Asbestos**

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

**AAIA** means approved asbestos inspection authority.

<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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 to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	means the <i>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.</i>
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited, and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

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

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

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

if applicable.

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

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

## Annexure B: Table of low service damages (X17)

- Low service damage Description	- Value of Low Serve Damage	- Limits of Low Service Damage
Rework due to poor workmanship	- 2% of Task order per day	- Limited to 10% of the Task Order value
Daily Progress updated program	- 0.5% of Task Order per day	- Limited to 10% of the Task Order value
Failure to respond to NCR withing three (3) days	- 1% of Task order per day	- Limited to 10% of the Task Order value
Audit findings on poor Housekeeping	- 0.5% of Task Order per day	- Limited to 10% of the Task Order value
Submission of documents as agreed upon CDSS in this service agreement	- 1% of Task order per day	- Limited to 10% of the Task Order value
Failure to address Housekeeping in the plant or contractors' yard	- 2% of Task Order per month	- Limited to 10% of the Task Order value

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

**[Instructions to the contract compiler: (delete this note before issue to tenderers with an enquiry)**

Whenever a cell is shaded in the left-hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

#### Notes to a tendering contractor:

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

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

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or [www.ecs.co.za](http://www.ecs.co.za)

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	
<b>CV's (and further key person's data including CVs) are in .</b>		
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	
11.2(19)	The tendered total of the Prices is	<b>R</b>

## PART 2: PRICING DATA

### TSC3 Option A

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

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

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

### Function of the Price List

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

### Link to the *Contractor's* plan

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

### Preparing the *price list*

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

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

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

### **Format of the *price list***

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

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

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

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

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

## C2.2 the *price list*

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>PRELIMINARIES AND GENERAL</b>				
	<b>SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS:</b>				
	<b>SCHEDULED FIXED-CHARGE ITEMS:</b>				
1.0	Contractual requirements.	Sum	1		
2.0	Site Establishment (offices, storage, furniture etc)	Sum	1		
3.0	Ablution and uterine facilities	Sum	1		
4.0	Site Plant	Sum	1		
5.0	Site De- Establishment	Sum	1		
6.0	Safety Reequipments (Medical, PPE etc)	Sum	1		
7.0	Quality Requirements	Sum	1		
8.0	Environmental Requirements	Sum	1		
	<b>SCHEDULED TIME - RELATED ITEMS:</b>				
1.0	Contractual requirements.	Monthly	6		
2.0	Site hire (offices, storage, furniture etc)	Monthly	60		
3.0	Ablution and uterine facilities	Monthly	60		
4.0	Accommodation and Meals	Monthly	6		
5.0	Transport Provision	Day	185		
6.0	Site Plant	Monthly	6		
7.0	Safety Reequipments (Medical, PPE etc)	Monthly	6		
8.0	Quality Requirements	Monthly	6		
9.0	Environmental Requirements	Monthly	6		

10.0	Supervision	Monthly	6		
	<b>Sub Total</b>				
	<b>AREA/ STRUCTURE</b>				
1.0	<b>Pond Containment</b>				
	Steel (reinforcement)	kg	2500		
	Concrete (strength)	m3	20		
	Grout	kg	1000		
	Waterproofing	l	12000		
	Formwork	m2	100		
2.0	<b>Coating on Tower collum</b>				
	Euclid Vandex super Coating	l	50000		
	Cleaning of existing coat	sum	1		
3.0	<b>Internal Beam and Corbels</b>				
	Concrete (pumped)	m3	60		
	Steel	kg	5000		
	Grout	kg	3000		
	Formwork	m2	100		
4.0	<b>Diametric Duct</b>				
	Steel (rebar')	kg	6000		
	Gunith concrete	m3	750		
	Bolts and Nuts for all plates and handrails	kg	150		
5.0	<b>Wind Deflectors</b>				
	Concrete	m3	200		
	Steel	kg	2500		

	Formwork	m2	100		
	<b>A panel</b>				
	Removal of 400 x 80mm thick precast concrete panels	m	2592		
	Break and remove reinforced concrete	m3	104		
	Rough formwork to rectangular columns	m2	302		
	30mpa concrete to column	m3	242		
	Install precast concrete panels	m	2592		
6.0	<b>Cat Ladders and Platforms</b>				
	Cat Ladders (stainless steel)	m3	120		
	Handrails	m3	300		
	Pump/Draining of Diametric Duct and Pond for all 6 towers (Provisional Sum)	sum	1		
	<b>Sub Total</b>				
	<b>TOTAL AMOUNT</b>				

## PART 3: SCOPE OF WORK

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

## **C3.1: EMPLOYER'S SERVICE INFORMATION**

### **SUMMARY OF THE SCOPE: OPPORTUNITY OUTAGE.**

#### **AUXILIARY SCOPE OF WORK:**

Figure 1 to 9 Illustrate drawings as well as few photographic images of defect in the plant.

#### **Re-instatement of the collapsed beams and Repair of the broken corbels (CT 1 to 6)**

- a) Re-instatement of the collapsed supporting beams for the fill on Collapsed section
- b) Repair the broken corbels on all Cooling towers and any collapsed beams during the Outage

#### **Replacement of Steel Cat ladders and Handrails at CT1 to CT6**

- c) Replace the severely corroded cat ladders with a stainless steel inside the towers in total they are Six (6) and 3m each of height per tower.

#### **Expansion Joint at CT1 to CT6 and Ponds repairs on all CTs**

- d) Remove and re-instate the expansion joint along in the pond as well as the other joints on the diametric duct in the tower.
- e) Remove delaminated sections and open up the cracks for thorough repairs.

#### **Knee Braces at CT1 to CT6**

- f) Re-align the beam connections that have moved from the corbels with a knee brace in all the towers– details of the knee brace provided below/ supplier's design.

#### **Coating of all Columns at CT1 to CT6 and Recasting / re-instatement of all the A frames.**

- g) Repair cracks and recoat the main supporting columns in the cooling towers.
- h) Conduct housekeeping and clean the area.
- i) Demolish / re-instate and recast the A-Frame at CT1 to CT6

#### **Handrails**

- j) Replace the current damaged handrails at CT1 TO CT6.

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### The Launder channels

- k) Re-instate the walls of all the launders feeding the towers and replace the joint sealant.

### Screen Washing Bay

- l) The contractor shall repair the channels at the screen washing bay and the top walls and recast all the damage top wall of the screen washing bay.

### Additional Requirements

- Provide continues pumping/draining of the pond and the diametric ducts.
- Provide product data sheet.
- QCPs prior commencement of the works.
- Detail Method statement signed supported by Pr Civil Engineer for 3.1.1 to 3.1. 8
- The team to conduct the housekeeping prior to plant handover to commissioning.
- Work must be conducted in line with the following procedures/standards and regulations
  - Occupation Health and Safety Act No 181 of 1993
  - 36-681 (Rev 2) Generation Plant Safety Regulations
  - 39-98 Rev 1 Safe Use of Lifting Machines

## 4. GENERAL ARRANGEMENT AND LOCATION DRAWINGS

a) №	b) DRAWING NUMBER	c) TITLE
d)	e)	f)

## 5. APPLICABLE CORPORATE / GENERATION / INTERNATIONAL GUIDELINES AND STANDARDS

g) №	h) REFERENCE NUMBER	i) DOCUMENT TITLE
j) 1	k) 36-681	l) Generation Plant Safety Regulations
m) 2	n)	o) Occupation Health and Safety Act 1993

### 5.1.1 APPLICABLE MATLA POWER STATION STANDARDS AND PROCEDURES.

p) №	q) REFERENCE NUMBER	r) DOCUMENT TITLE
s) 1	t) 240-72261425	u) Outage Philosophy for Matla Power Station

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**GENERAL CONSIDERATIONS**

v)	<b>6.1 PRE-REQUISITES / PRE-CONDITIONS</b>	w)	x)
	y) <b>ACTIVITIES</b>	z)	aa) <b>SPECIFICATIONS</b>
bb)	Data books, reviews, reports and diagrams / drawings shall be submitted to Engineering 21 days after the completion of the work. Engineering to forward all data books to the Quality Department (Documentation Control).	cc) WI 4418	dd)
ee)	All QCP's to be submitted to Engineering and Quality for approval prior to the outage / project commencement.	ff)	gg)

hh)	<b>6.2 SAFETY</b>	ii)
	jj) <b>ACTIVITIES</b>	kk) <b>SPECIFICATIONS</b>
ll)	All work is to be done in accordance with Matla Plant Procedures and Safety Regulations.	mm) GGR 0992
nn)	Matla Power Station induction must be done before any work commences.	oo)
pp)	A permit to work must be in place before any work commences.	qq) 36-681 (Rev 2) Generation Plant Safety Regulation
ss)	The worker's register must be completed and daily risk assessments conducted before any work commences.	rr)
		tt)

uu)	<b>6.3 ENVIRONMENT</b>	vv)
	ww) <b>ACTIVITIES</b>	xx) <b>SPECIFICATIONS</b>
yy)	All activities listed in the National Environmental Act 107 of 1998, EIA Regulations as amended, must have environmental <b>AUTHORIZATION</b> before the work can commence.	zz)
aaa)	The contractor shall comply with all applicable legal and other requirements.	bbb)
ccc)	The polluter pays principle shall be applied.	ddd)
eee)	The contractor's manager shall ensure compliance to Eskom Matla Environmental Procedures to ensure the prevention of pollution.	fff) OMOP 4090 and OMOP 4402
ggg)	The last payment will be processed based on the status of the last housekeeping check sheet of the designated work area	hhh) OMOP 4402

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iii) EMS File based on ISO 14001 will be required.	jjj)
----------------------------------------------------	------

kkk) <b>6.4 QUALITY</b>	lll)
mmm) <b>ACTIVITIES</b>	nnn) <b>SPECIFICATIONS</b>
ooo) <b>Process Quality Process/Procedure (PQP/QCP)</b> ppp) The Contractor / Executioner of the work will be responsible for drawing up all QCP documentation, which must be approved by Engineering and Authorized by the Quality Department prior to commencing with the work.	qqq)
rrr) <b>Hold and witness points</b> sss) H&W points that form part of the QCP and have been approved prior to the start date, shall not be by-passed under any circumstances without the written concession of an authorised member of the Engineering Department. It is the Contractors responsibility to inform the Plant Engineer or his representative at the daily progress meetings when an activity will be ready for QC.	ttt)

uuu) The Contractor / Executioner shall adhere to QM58 and OMOP4497 requirements	vvv) QM58 and OMOP4497
www) The number of NCR's issued can affect your next tendering process.	xxx)
yyy) The QCP shall be signed progressively by the Engineer / zzz) Supervisor, Eskom QC Inspector, Contractor QC Inspector and/or AIA.	aaaa)
bbbb) <b>6.4 QUALITY</b>	cccc)
dddd) <b>ACTIVITIES</b>	eeee) <b>SPECIFICATIONS</b>
ffff) No procuring of outage items without the approval of Scopes of Work by the Quality Department.	gggg)
hhhh) All outage scope creep and scope addition shall be approved by the Quality Department.	iiii)
jjjj) No Contractor shall be in the possession of Scopes of Work for execution, without prior approval as indicated on the cover page of this document template.	kkkk)

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llll) The contractor is subjected to quality auditing at any point in time during the execution of the Scope of Work.	mmmm)
-----------------------------------------------------------------------------------------------------------------------	-------

nnnn) <b>6.5 OTHER REQUIREMENTS</b>	oooo)	pppp)
qqqq) <b>ACTIVITIES</b>	rrrr)	ssss) <b>SPECIFICATIONS</b>
tttt) The importance of correct equipment spares and procedures should be included in structured toolbox talk sessions with all contractors.	uuuu) vvvv)	wwww)
xxxx) <b>Spares</b> yyyy) It should be kept in mind that lead time of outside plant spares required during major overhauls can be as much as 12 months. Therefore all the spares required will be ordered in time. Spares ordered and used will be reported by always quoting the ESKOM stock number (if applicable) as well as the Group and item number from the spares manuals.	zzzz)	aaaaa)
bbbb) <b>Documentation</b> cccc) Full service reports must be compiled and submitted to both Engineering and the Matla documentation centre for safe keeping and approval 21 days after unit is synchronised on load	dddd) WI 4418	eeee)
ffff) <b>Equipment</b> gggg) Lifting equipment: An up to date test certificate will be available for all lifting equipment that will be used. hhhh) iiii) Measuring equipment: An up to date calibration certificate must be available for all measuring equipment that will be used. jjjj) kkkk) Special tools will be serviced before the outage, will be available on site and will be on good working condition. A list of all special tools must be compiled before the outage and submitted to Engineering. The special tools must be readily available for inspection by QC and Engineering.	llll) mmmmm)	nnnnn)
oooo) <b>Use of SAP PM to record history and costs</b> pppp) SAP PM will be used to record history of work done and the related costs to at least the second level of headings as listed in this document.	qqqq)	rrrr)

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sssss) <b>6.6 EXISTING DEFECTS</b>	ttttt)
uuuuu) <b>ACTIVITIES</b>	vvvvv) <b>SPECIFICATIONS</b>
wwwww) A list of all defects loaded before the submission of this SOW should be attached in Section 10.	xxxxx)

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## BUDGET BILLS OF MATERIAL

**NOTE: SOW OF WORK VARIATIONS WILL BE ISSUED ONLY IF REFURBISHMENT OR REPLACEMENT COMPONENTS EXCEED BUDGET, OTHERWISE CUTTING INSTRUCTIONS WILL BE USED TO COMMUNICATE WHICH COMPONENTS MUST BE REPAIRED, REPLACED OR REFURBISHED.**

<b>Area / structure</b>	<b>SI Units</b>	<b>Quantity</b>
<b>Pond Containment</b>		
Steel (reinforcement)	Kg	2500
Concrete	m3	60
Grout	Kg	1000
Waterproofing liquid	L	12000
<b>Coating on Tower columns</b>		
Euclid Vandex Super Coating	l	50000
Cleaning of existing coat	Sum	Sum
<b>Internal Beams and corbels</b>		
Concrete (pumped)	m3	60
Steel	kg	5000
Grout	kg	3000
<b>Diametric Duct</b>		
Steel (rebar's)	kg	6000
Gunit concrete	m3	720
Bolts and Nuts for all plates and handrails	kg	150
Platforms and Cat Ladders		
Handrails		sum
<b>Wind Deflectors</b>		
Concrete	M3	200
Steel	kg	5000
Concrete panels (New design – 600panels)	sum	sum
<b>Cat Ladders and Platforms</b>		
Cat Ladder (stainless steel)	m	120
Handrails	m	300
Pump/Draining of Diametric Duct and Ponds (Continuous)	sum	sum

### **PUBLIC**

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## Internal arrangement of the towers.

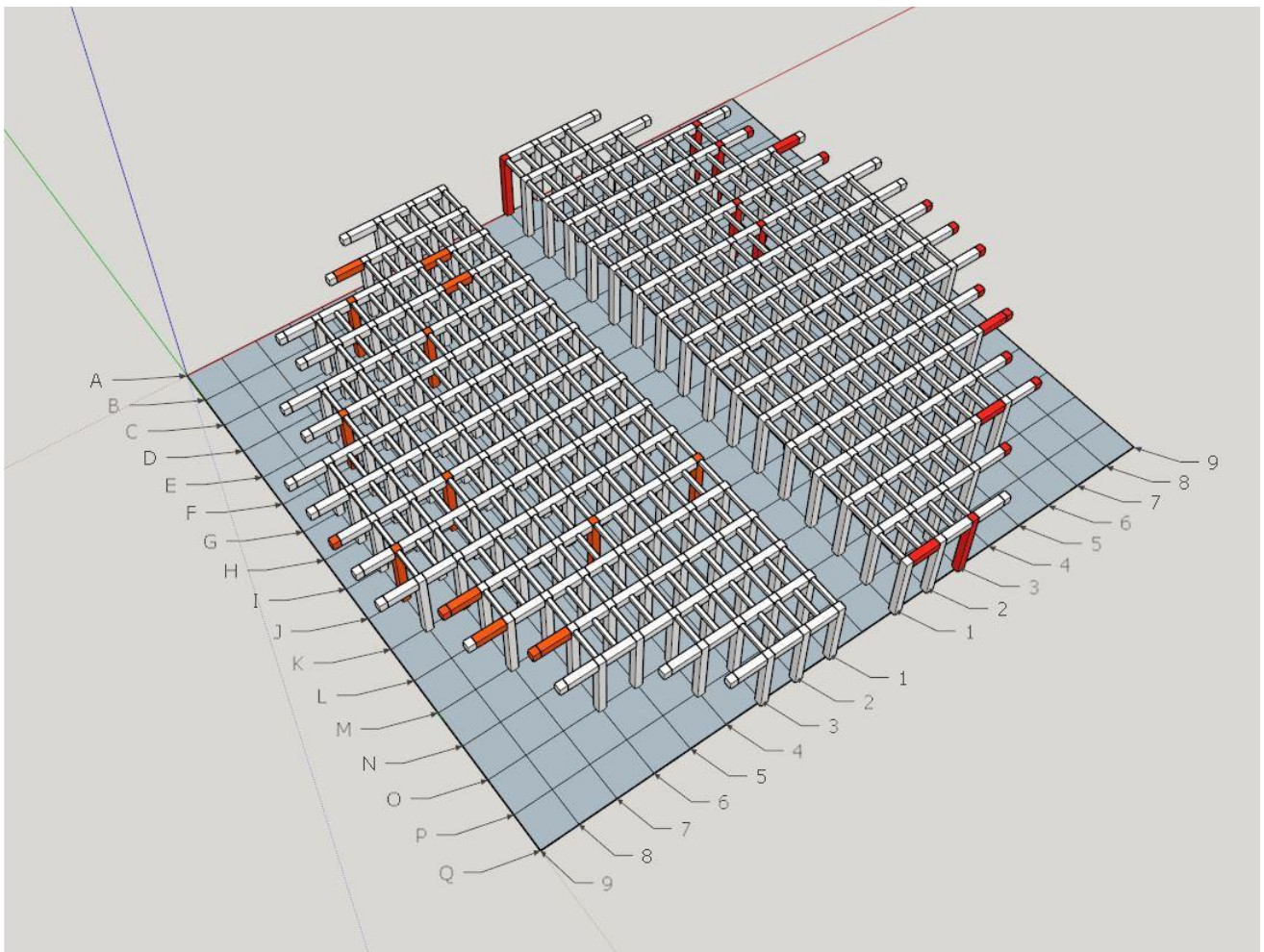


Figure 1: Tower internal arrangement

## Evidence of damages in the Cooling Towers.

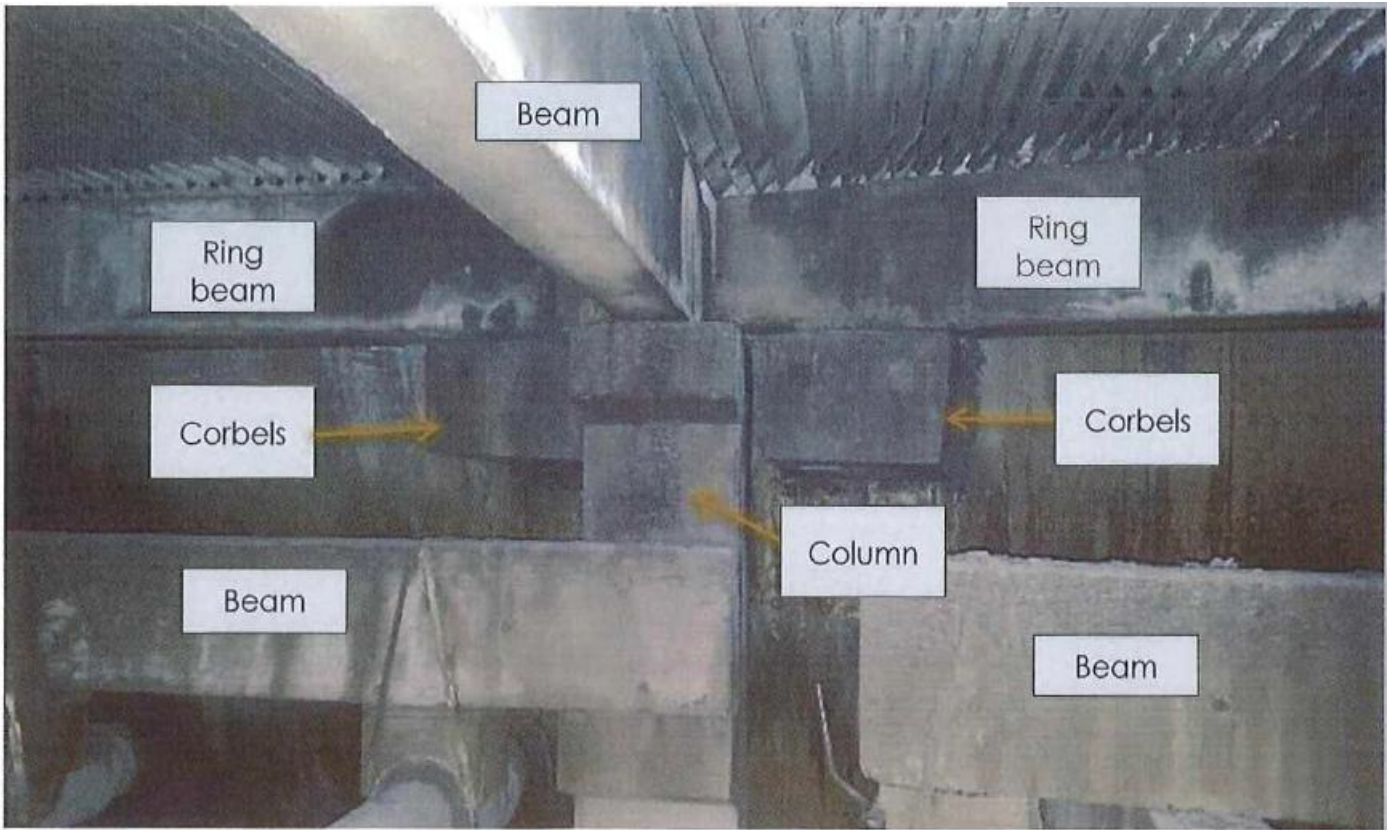


Figure 2: Basic labelling of the Structural components.

**Columns, beams, Ring beam and corbel connections.**

The columns, ring beams and corbels generally have a low degree of damage, but there are a few beam connections that have a medium degree of damage with misalignment and cracking due to thermal movement. These beam connections need to be repaired or sealed per the concrete repair method (Please refer to method stated below. Knee braces (see below) should be installed at all affected column beam connections. The knee brace will tie the columns to the beams and prevent any future movement.



Figure 3: Cracking at beam edge Cracking



Figure 4: Ring Beam



Figure 5: Cracking and spalling at beam corbel connection  
Attack



Figure 6: Sulphate  
Attack



Figure 7: Pond internal walls cracking.

### **Knee brace detail**

The knee braces are to be installed at all affected column beam connection. The knee brace will tie the columns to the beams and prevent any future movement. The knee brace consists of 150x150x10 angle 300mm long with 4 M16 grade 8.8 stainless steel chemical anchors and a 10mm stiffener between the bolts.

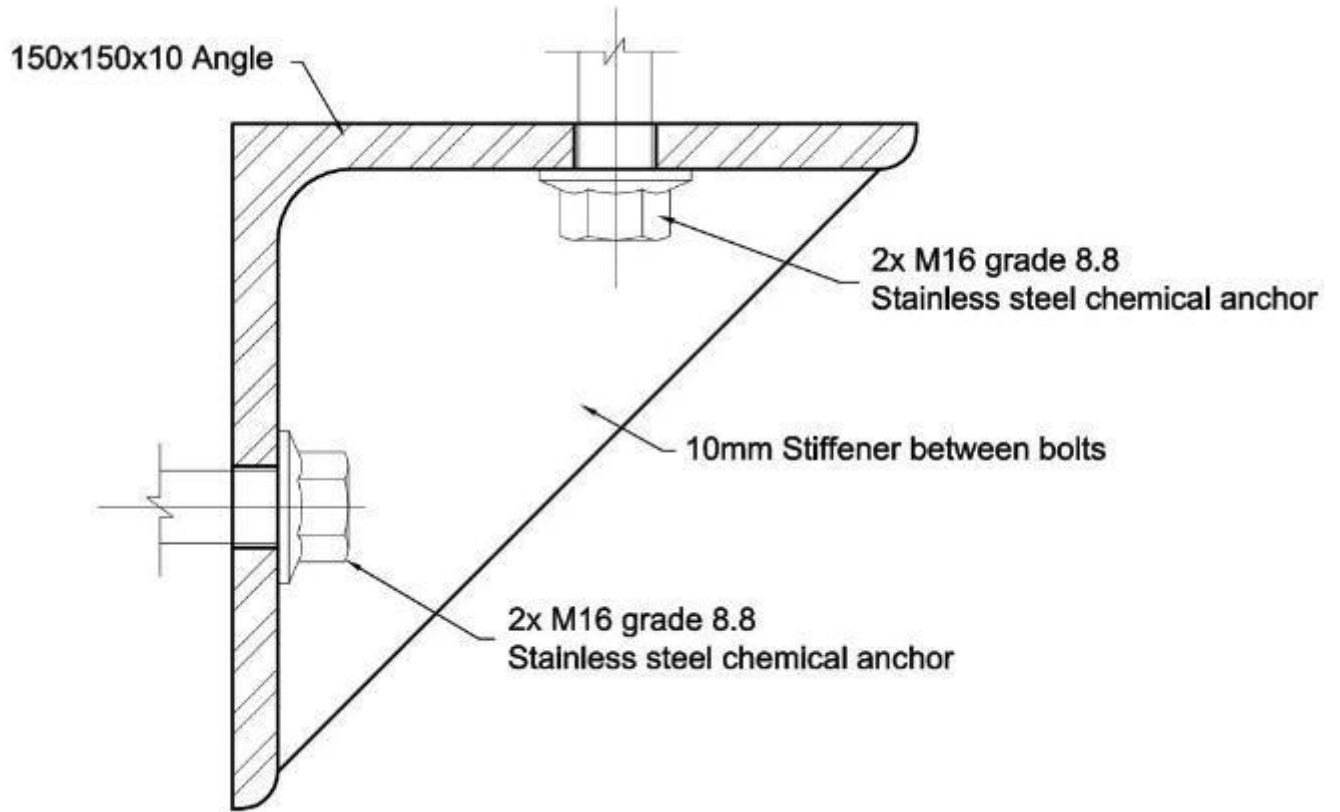


Figure 8: Knee Brace

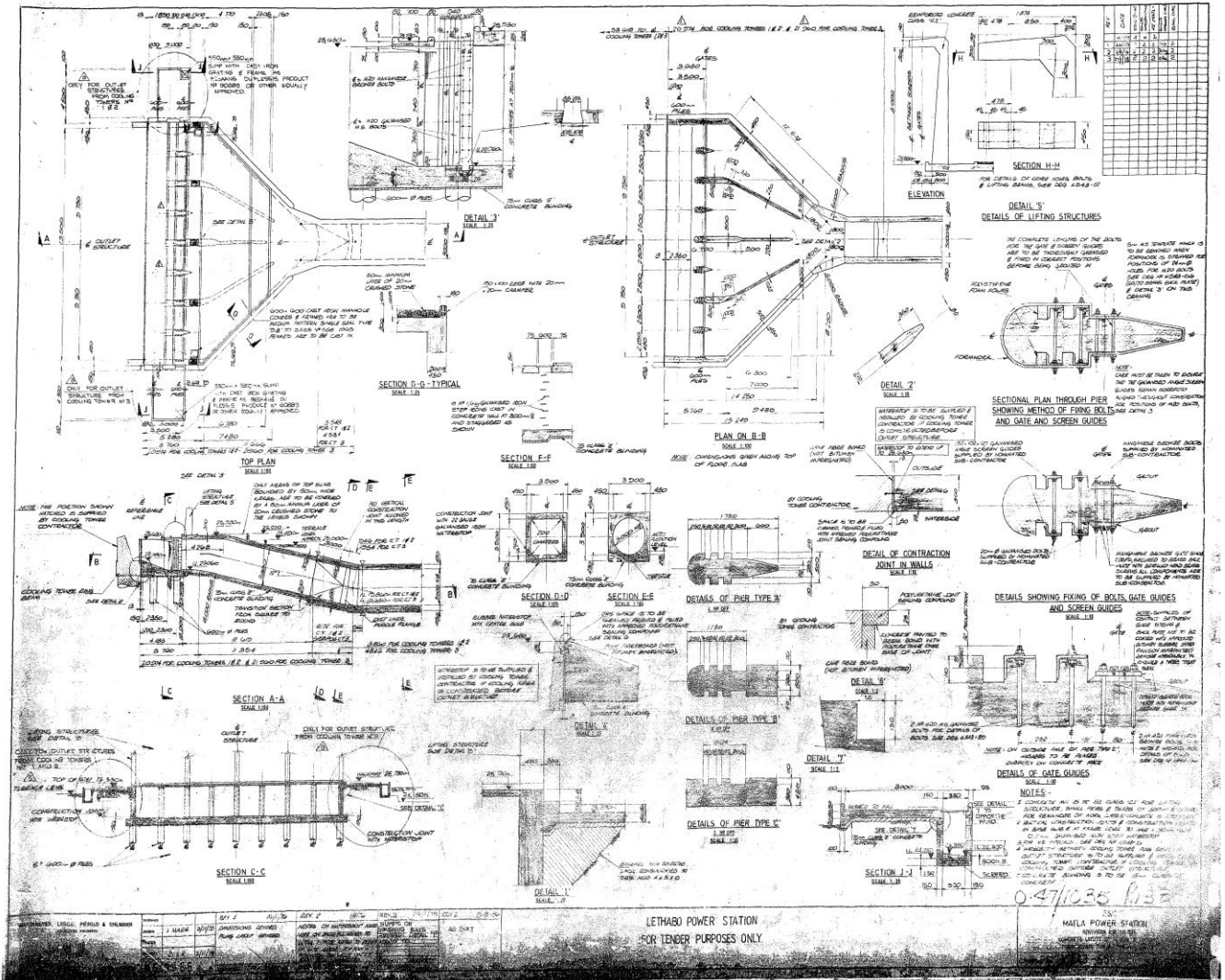


Figure 9: Diametric duct drawing

## Introduction

Cooling towers are meant to cool the water and any failure in the internal beams that support the distribution pipes results in poor cooling efficiency and also pose risk to the structural integrity internally.

## Objectives

### technical Criteria

The following skills are required to complete the scope highlighted below for coal plant.

- Structural Engineer Professional
- NDip Civil Engineer
- Construction Supervisor
- Qualified Rigger
- General Workers

### **scope variations**

- None

### **financial performance**

Not applicable.

### **time management**

List the significant delays experienced during the previous outage and describe the actions to address it.

- Isolation of the cooling towers – replacement of the passing valves.

### **summary of the scope: Opportunity outage.**

#### **AUXILIARY SCOPE OF WORK:**

Figure 1 to 9 Illustrate drawings as well as few photographic images of defect in the plant.

#### **Re-instatement of the collapsed beams and Repair of the broken corbels**

- m) Re-instatement of the collapsed supporting beams for the fill on Cooling Tower 3 (2 Collapsed section)
- n) Repair the broken corbels at Cooling tower 1 and any collapsed beams during the Outage (approx. 2 sections)

#### **Replacement of Steel Cat ladders and Handrails at CT1**

- o) Replace the severely corroded cat ladders with a stainless steel inside the towers in total they are four (6) and 3m each of height per tower.

#### **Expansion Joint at CT1 and Ponds repairs**

- p) Remove and re-instate the expansion joint along in the pond as well as the other joints on the diametric duct in the tower.
- q) Remove delaminated sections and open up the cracks for thorough repairs.

#### **Knee Braces at CT1**

- r) Re-align the beam connections that have moved from the corbels with a knee brace in the tower– details of the knee brace provided below.

#### **Coating of Columns at CT1 and Recasting / re-instatement of all the A frames.**

- s) Repair cracks and recoat the main supporting columns in the cooling towers.
- t) Conduct housekeeping and clean the area.
- u) Demolish and recast the A-Frame at CT1

### **Handrails**

- v) Replace the current damaged handrails at CT1 and CT3.

### **The Launder channels**

- w) Re-instate the walls of the launder feeding the tower and replace the joint sealant.

### **Screen Washing Bay**

- x) The contractor shall repair the channels at the screen washing bay and the top walls and recast all the damage top wall of the screen washing bay.

### **Additional Requirements**

- Provide continues pumping/draining of the pond and the diametric ducts.
- Provide product data sheet.
- QCPs prior commencement of the works.
- Detail Method statement signed supported by Pr Civil Engineer for 3.1.1 to 3.1. 8
- The team to conduct the housekeeping prior to plant handover to commissioning.
- Work must be conducted in line with the following procedures/standards and regulations
  - Occupation Health and Safety Act No 181 of 1993
  - 36-681 (Rev 2) Generation Plant Safety Regulations
  - 39-98 Rev 1 Safe Use of Lifting Machine

# 1 Management strategy and start up.

## 1.1 The Contractor's plan for the service

The Contractor will submit a plan to the Service Manager for acceptance within the period stated in the service agreement.

Requirements which are to be incorporated into the Contractor's plan:

- Document 240-85065548 requirements
- Level 4 programme when Task Order is provided to the Contractor

## 1.2 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Discussions to take place as soon as a risk is notified	<i>Service Manager's</i> office	<i>Contractor, Service Manager, Co-ordinator and Contracts Supervisor</i>
Overall contract progress and feedback	Weekly basis during Outages Thursdays 14:00-15:00	<i>Service Manager's</i> office	<i>Service Manager, Contractor, Co-ordinator and Contracts supervisor</i>
Daily Outage Progress	Daily 10:00am during outages	Outage Boardroom	Outage Execution Manager, Planner, <i>Service Manager, Co-ordinator and Contract Supervisors</i>
Daily Safety Toolbox Talks	Daily before work starts on site with signed attendance registers by <i>Contractor's</i> employees and signed off minutes by the <i>Contractor's</i> Site Manager	<i>Contractors</i> Yard	<i>Contractor</i> and his employees
<i>Contractor</i> Weekly Safety Meeting	Wednesdays during Outages 11:00-12:00	Outage Boardroom	Safety Officers, Supervisors, Outage planners and Co-ordinators
Plant Safety Walk down	Tuesdays 08:00am and Thursdays 08:00am during Outages	Outside the unit on Outage shutter door	Safety Officers, Supervisors, Outage planners and Co-ordinators
<i>Contractors</i> Meeting	Daily 15:00pm during outages	<i>Service Manager's</i> office	Outage Co-ordinator, <i>Contractor, Contractor</i> Planner and Supervisor

If the *Contractor* can't attend any meeting his feedback should be formally communicated through to the *Service Manager*.

The *Contractor* will provide a detailed feedback report on a daily basis during Outages providing accurate feedback on the status of *service* carried out by the *Contractor*. This report should indicate accurate progress of *service* and if any constraints are experienced, the *Contractor* to communicate with the *Service Manager* and mitigate the risks with action plans.

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

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

### **1.3 Contractor's management, supervision and key people**

The Contractor to provide a key list of personnel who will carry out the work on site with their qualifications attached. A company organogram will be needed by the Service Manager to communicate accordingly to comply with the NEC3 Term Services Contract communication structures. Contractor to refer to Matla Power Station Contractor SHE Requirements RSR0001

### **1.4 Provision of bonds and guarantees**

Not Applicable

### **1.5 Documentation control**

Documentation requirements cover the life cycle of the project from the initial engineering stages through to installation and commissioning including operating, maintenance and the training stages of the project. Not only must these documents be comprehensive and complete but comply with strict document control and revision procedures.

The *Contractor* is responsible to plan the supply of the documentation during the various project stages and to provide the documentation in accordance with the *Contractor* Document Submission Schedule (CDSS). A document is thus any written or pictorial information describing, defining, specifying or certifying activities, requirements, procedures or results.

All the drawings issued by the *Employer* for this contract is copyright protected and are not to be copied by the *Contractor*.

It is the responsibility of the *Contractor* to update any drawings that may have changed due to modifications on the plant. These drawings should be submitted and registered correctly by the *Contractor* to the drawing office at Matla Power Station.

The *Contractor* submits all documentation on a formal transmittal form to the *Service Manager*.

All manuals, documents, drawings and engineering documentation shall be presented in British English in both software and hardware.

All Communications will be always filed and kept on site as it is crucial to have the correct communication structures. These communication documents should at all times adhere to the NEC 3 Term Service Contract communication requirements.

**Contractor Document Submission Schedule (CDSS)**

Document Name/Description	Date/Time documents to be submitted
A programme in Primavera format as referred to document number (240-85065548)	One week after receipt of task order
Baseline risk assessment	A month before start of the work
QCP's	A month before start of the work
Contractor's Safety file	Two weeks before start of work
Inspection report	24 hours after stripping activity
Daily progress report	After Every Shift
Technical report and data pack	Within 14 days of completion of the services

**1.6 Invoicing and payment**

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

The *Contractor* shall address the tax invoice to:

Eskom Holdings SOC Ltd  
Reg. No. 2002/015527/30  
Accounts Payable  
Email to: [Invoiceseskomlocal@eskom.co.za](mailto:Invoiceseskomlocal@eskom.co.za)

The *Contractor* keeps records of all invoices submitted and paid up to the end of the project, as well as details of Actual Costs.  
All invoices are hand delivered to the Matla Finance Department (Account payables) and include on each invoice the following information:

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

*Contractor* is required to follow the correct process to ensure the payment is effected in accordance with contractual payment terms.

*Contractor* is required to follow the correct process to ensure payment is effected in accordance with contractual payment terms:

**2.6.1 Service-related invoices**

- a) Once the *service* have been delivered/completed both parties have to agree that the *service* has been delivered/completed successfully prior to invoicing
- b) An assessment payment certificate must be completed between the *Contractor* and *Service Manager* according to the *service* performed. Both parties have to sign the assessment/certificate
- c) A copy of assessment/payment certificate must be obtained by the *Contractor* to enable the creation of an invoice and to prevent any discrepancies. A copy of the assessment/payment certificate must be attached to the original invoice
- d) *The Service Manager* performs a service entry and Goods Receipt on the SAP system. (Assessment/Payment Certificate issued as a source document for Service Entry Goods Receipt)
- e) *The Service Manager* will forward the Service entry and Goods Receipt Note number to the *Contractor* within 3 working days after the service has been rendered and the Assessment/Payment certificate signed

- f) *The contractor* must forward the original invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre.

### 2.6.2 Goods Delivered Invoices

- a) Once the Goods are delivered, the *Service Manager* performs a Goods Receipt on the SAP system. (The delivery note is used as source document for Goods Receipt. The invoice should not be used as a delivery note)
- b) *The Service Manager* will then forward the Goods Receipt note to the Vendor immediately or within 3 working days after the Goods are delivered.
- c) Vendors must then forward the Invoices together with a copy of the Assessment/Payment certificate to the Eskom Documentation Centre

### 2.6.3 Invoices linked to commodity prices

- a) The requirements are the same as for Goods Delivered Invoices.
- b) Invoices which are linked to commodity prices will result in CPA (Contract Price Adjustment).
- c) Attach a copy of the material invoice that has been previously paid to the CPA invoice, as well as the calculation sheet and all indices attached other than SEIFSA.
- d) The relevant Eskom Department will then complete the CPA calculation sheet and forwards it to the Eskom Documentation Centre.

### 2.6.4 Retention Invoices

- a) The requirements are the same as for Goods Delivered and service-related Invoices.
- b) Where Retention is applicable on the contract, the Eskom SAP system will automatically create the Retention, and the amount deducted from the invoiced amount.
- c) Invoices related to retentions release require a defect or completion certificate and a retention release certificate from the *Service Manager* and must be attached to the original invoice. The original invoice for the retention to be released must be accompanied by the approved and signed completion/defect certificate and retention release certificate and forwarded by the *Service Manager* to the Documentation Centre to effect payment.

### 2.6.5 Foreign exchange Invoices

- a) The requirements are the same as for Goods Delivered and *service*-related Invoices.
- b) The following has to be attached to the Invoice before it will be processed: Commercial invoice. Bill of entry (SAD500), SARS release notification, Customs worksheet, Bill of Lading or Airway Bill and approved Exchange Control Approval (EXCON).

### 2.6.6 General Information related to Eskom Invoices

- a) *The contractor* must ensure that the Service Entry and Goods Receipt Note number appears on the invoice. (It can be printed or handwritten on the invoice).
- b) Eskom Purchase Order number must appear on the invoice.
- c) Invoices must be VAT compliant in line with the VAT Act requirements.
- d) Invoices submitted must reflect the bank account details. A once-off copy of the banking details may be forwarded to the Documentation Centre and it will be attached to each scanned invoice.
- e) Invoices must be original or certified as an original in line with the VAT Act. No electronic invoices will be accepted.
- f) Eskom's correct name "**Eskom Holdings SOC Limited**" must appear on the invoice.
- g) The Eskom VAT registration number: **4740 101 508** must appear on the invoice.
- h) No pro-forma invoices will be accepted.
- i) *Contractor* cannot be utilized by Eskom more than 3 times without a contract being established.

#### Note:

1. Invoices must be delivered to the Eskom Documentation Centre, as this will speed up the payment process and ensure that invoices are not lost and payments delayed. There is no need for *Service Manager* to sign invoices as they perform Goods Receipt in the system. The assessment certificate and Goods Receipt serves as the approval of payment.

2. Eskom Documentation Centre will review invoices according to a checklist and on completion scan the documentation into Accounts Payable processing system (Documentation can only be scanned where the Purchase order no. and Goods Receipt Note no. is reflected on the invoice, and the invoice complies with the VAT Act).
3. Invoices are processed and released for payment by Accounts Payable Section only where the source documentation is 100% correct)

## **1.7 Contract change management**

Any change of the *Contractor's* company ownership should be communicated through to the *Service Manager*. Failing to do this may lead to contract termination with legal consequences.

The correct processes and procedures will be communicated through to the *Contractor* by the *Service Manager*.

If the *Employer's Service Manager* change the *Contractor* will be notified by the *Employer* as soon as possible to ensure that the *Contractor* follow the correct communication channels.

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

In order to substantiate the Defined Cost of Compensation Events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment.

The *Contractor's* Site Manager will complete the site daily log, and this will be submitted to the *Service Manager* for his signature before 12 am of the following morning barring weekends. The Friday and weekend logs will be submitted before 12 am Mondays. The log will include but not be limited to the following:

- Date and day.
- Weather.
- Site Conditions.
- Work Done.
- People who are employed by the *Contractor*
- Work sub-contracted by the *Contractor*
- Any incidents during that period.

Any communication and documentation during this service agreement to be filed in the contract file. This file is always in the possession of the Service Manager.

## **1.9 Insurance provided by the Employer**

As stated in Contract Data and as per Annexure A within this Service Agreement.

## **1.10 Training workshops and technology transfer**

The *Service Manager* may request a detailed workshop or bar charts which fit into the logic and time span of the Accepted Programme and reflects the required manufacturing completion dates.

The *Contractor* should create a programme for training on the plant for the *Employer's* nominated employees if required from the *Service Manager*.

This training should be relevant for the *Employer's* employees to perform front line fault finding or maintenance.

## 1.11 Design and supply of Equipment

Details of the design of Equipment is shared with the *Service Manager*, not necessarily for his acceptance but, as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment.

The *Contractor* submits particulars of the design of an item of equipment to the *Service Manager* for acceptance when the *Service Manager* instructs him to. A reason for not accepting is that the design of the item will not allow the *Contractor* to provide the service in accordance with the Service Information, accepted plan or the applicable law.

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

### 1.12.1 Equipment

The Contractor is to hand over a serviceable plant to the Employer by the end of this contract.

### 1.12.2 Information and other things

The Contractor has the right to use Equipment, Plant, and Materials as stated in this Service Information provided by the Employer to provide the service.

At the end of the service period the Contractor returns all Equipment and surplus materials to the Employer. Provides items of equipment for the Employer's use as stated in the Service Information and provides information and other things as stated in the Service Information.

## 1.13 Management of work done by Task Order

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

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

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

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

A Task Order includes:

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

The *Service Manager* consults the *Contractor* about the contents of a Task Order before he issues it.

The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.

No Task Order is issued after the end of the service period and/or if the contracted amount is exhausted.

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

It is the *Contractors* responsibility to provide the *Service Manager* a detailed Task Order programme for acceptance within the period stated in the Contract Data.

Only when the Task Order programme is accepted and agreed upon by the *Service Manager* and the *Contractor* will any work commence on site.

**When any emergencies do arise, it is required from the *Contractor* to adhere to the following terms:**

- The *Contractor* will be informed of emergencies when the *Service Manager* first becomes aware of it.
- Response time within 2 hours for any communication when the *Contractor* acknowledges the emergency.
- Provide a programme within 8 hours after Task Order provided to the *Contractor*
- Mobilise within 5 hours after Task Order have been accepted by both parties.

## **2 Health and safety, the environment and quality assurance**

### **2.1 Health and safety risk management**

The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor* accepts that the *Employer* may appoint him as the "Principal *Contractor*" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Affected Property. warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of the *service*; and undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

### **2.2 Environmental constraints and management**

All service providers appointed to render any services within Eskom Matla Power Station are required to comply with the station's Environmental Management System requirements.

NB: Before commencing with any work, the service providers are required to visit the station's environmental section for evaluation. The station's environmental practitioner will evaluate the services to be rendered by the service provider and therefore allocate relevant legal and other requirements documents which the *Contractor* shall comply with during the works. The service provider together with Eskom's Environmental practitioner shall sign in the Environmental Agreement Register to indicate that the agreement is reached.

The service provider shall then commence with the works but paying inordinate attention towards implementing the relevant legal and other requirements measures as agreed in the register. Failure to comply with this agreement may ultimately lead to the termination of this contract. This requirement shall also be clearly stipulated in the NEC contracts between Eskom Matla Power Station and any service providers.

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

The EMS shall clearly cover the following areas as per ISO 14001.

- Environmental policy
- Environmental legal and other requirements
- Risk Assessments/Aspects & Impacts Register
- Improved management of monitoring and measurement documentation (e.g. devices calibration certificates)
- Provision of necessary resources (e.g. computers, adequate human resource) and allocation of roles and responsibility (through clear appointments) to achieve effective implementation of the EMS.
- Continuous commitment towards complying with operational controls such as work instructions, operational procedures, etc. (either provided by the *Contractor* or by *Service Manager*) as well as emergency preparedness and response procedures/plans.
- The contractor shall continually evaluate the compliance to legal requirements (e.g. sewage treatment plant permits and other applicable legislation); this should also be documented within the monthly environmental site inspections reports.
- Matla Power Station's procedure for non-conformity, corrective action and preventive actions shall be followed in case of the environmental incidents.
- Contingency plans.

#### Environmental Management Programmes

- Environmental Management Programmes shall be established and maintained to ensure that objectives and targets are achieved.

#### Audits

Audits covering various Environmental aspects, Safety, Operational, IBI and Maintenance Management at the plant shall be carried out within an acceptable interval to ensure compliance with statutory requirements and Eskom's policies, Directives, procedures etc.

### 2.3 Quality assurance requirements

The *Contractor* shall be required to demonstrate by means of a Contract Quality Plan (CQP) that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Contract Quality Plan (CQP), which must include the Quality Control Plan (QCP), is to be drafted in accordance with QM-58 and the Supplier Contract Quality Requirement Specification (QM58). The Quality documents are to be submitted for approval to *the Project Manager* within thirty (30) days after a contract has been awarded to the *Contractor*.

No work may commence unless the Contract Quality Plan and Quality Control Plan documents have been approved in writing and a copy submitted to *the Project Manager*. The *Contractor*, in conjunction with *the Project Manager* must sign off all Quality Control documents after completing all work as per the agreed scope. The *Contractor* to submit a copy of the final signed off documents/data packages to *the Project Manager* within one (1) week after completion of work.

The *Contractor* shall be required to read and fully understand the contents of the Supplier Contract Quality Requirement Specification (QM58) and a copy is to be kept in possession or on premises.

The *Contractor* shall comply with all *Employer's* requirements as set out in QM-58 (Supplier Contract Quality Specification).

The *Contractor* further ensures that the subcontractor's programmes comply with the requirements of the Service Information.

The *Contractor* notifies the *Service Manager* of any changes to the Quality System and obtains agreement prior to implementation on existing orders and contracts, or sub orders and subcontracts.

The Supplier Contract Quality Requirement Specification (QM58) shall remain applicable in the event of the contract being extended or modified for reasons permitted.

By signature and acceptance of this contract the *Contractor* acknowledges and agrees to comply with and adhere to Eskom's policies and procedures (current and/or latest revisions) including the Supplier Contract Quality Requirement Specification (QM58).

### 3.3.1 Contract Quality Management Plan Requirement

The *Contractor* prepares a contract quality management plan that, where appropriate, indicates the following:

- Indicates the interface with the *Contractors* quality system and applicable documents such as procedures and work instructions
- Establishes communication channels between the *Contractor* and the *Service Manager* in respect of quality and the integration of such with the prescribed contract communication channels
- Indicates how specific subcontractors will be monitored
- Identifies items or activities for which quality control plans will be prepared
- Identifies the specifications, drawings and acceptance criteria for material for which quality control plans are not required
- Identifies the areas or processes requiring special controls
- Identifies the *Contractor's* Management Representative and personnel responsible for the control of quality activities and their relationship to the *Contractor's* management structure
- Identifies the documents which are to be submitted to the *Service Manager*
- Indicates the *Contractor's* quality monitoring programme

The *Contractor* periodically updates the contract quality management plan to reflect changes in any of the above details. The frequency of such updates is determined by the *Service Manager* but will not be greater than one year.

### 3.3.2 Quality Control Plan

The *Contractor's* or Subcontractor's quality control plans cover inspection and test proposals for items or activities to be supplied as part of the *service*.

The quality control plan indicates the following as appropriate:

- The identification of the item.
- A list of the sequence of operations including inspections and tests.
- The identification of the specification, drawings or procedures for each operation.
- The acceptance criteria with reference to the appropriate technical specification, in-house, national or international standard and relevant clause number.
- The inspections and tests the *Contractor* has nominated for hold and witness points.
- Provision for inspections and tests nominated by the *Service Manager*.
- Provision for inspection status indication.
- Inspection and test records which are generated by the *Contractor*.
- Competence of the people-Level II welding inspector, Coded welders, N3 Fitters /Boiler makers
- Personnel qualifications from approved training and accredited institute
- ITPs and welding procedures
- Material certificates
- Organogram indicating the quality person and his/her duties
- Adhere to the QM58
- Follow the Eskom welding rule book

The quality control plans are reviewed by the *Service Manager* to allow for insertion of his specific requirements, including hold and witness points, prior to commencement of work. The *Contractor* does not commence work until the *Service Manager* accepts.

The *Contractor* shall comply with:

- a) The Occupational Health and Safety Act, 1993, and all Regulations made there under.
- b) All *Employer* Safety and Operating Procedures, which are attached hereto.

The *Contractor* acknowledges that he is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorised in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.

The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

The *Contractor* shall appoint a person who will liaise with the *Employer* Safety Officer responsible for the premises relevant to this contract. The person so appointed shall on request:

- a) Supply the *Employer* Safety Officer with copies of minutes of all Health and Safety Committee meetings, whenever he is required to do so.
- b) Supply the *Employer* Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the *Employer* Safety Officer of any changes thereto.

*Employer* may, at any stage during the currency of this agreement be entitled to:

- a) Do safety audits at the *Contractor's* premises, its workplaces and on its employees.
- b) Refuse any employees, sub-*Contractor* or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualified in terms of the Act.
- c) Issue the *Contractor* with a work stoppage order or a compliance order should *Employer* become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures by the *Contractor* or any of its Employees, sub-*Contractors* or agents. Stoppages of this nature will not constitute a compensation event.

List of minimum statutory appointments required (where applicable), as required by the OHS Act:

OHS Act, Section 16(2) - *Employer*  
OHS Act, GMR 2(1) - Supervision of Machinery  
OHS Act, GMR 2(7) - Assist the designated person  
OHS Act, CR 6(1) – Construction Supervisor (Authorised Supervisors and Responsible Persons must be appointed as Construction Supervisor)  
OHS Act, CR 6(2) – Assistant Construction Supervisor  
OHS Act, Section 17 - Health and Safety Rep  
OHS Act, GAR 9 – Incident investigation  
OHS Act, CR 12 – Demolition work  
OHS Act, CR 19 – Explosive Powered Tools  
OHS Act, CR 22 – Electrical installations and machinery  
OHS Act, GSR 3 – First Aiders

### 3 Procurement

#### 3.1 People

##### 3.1.1 Minimum requirements of people employed

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

##### 3.1.2 BBBEE and preferencing scheme

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

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

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

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

##### 3.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA) – SDL&I REQUIREMENTS

<b>Description/ Scope of Work</b>	Statutory Cooling Tower 1 to 6 Internal structural repairs
<b>Duration of the Project</b>	60 months

#### Section 1: Specific Goals

A maximum of 10/20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2

Non-compliant contributor	0	0
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**NB: The following documents are required to claim preference points,**

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPS affidavit
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)
- In a case of a trust, consortium or joint venture (including incorporated consortia and joint ventures), a consolidated B-BBEE status level verification certificate.
- Deponent electrical signature will not be accepted

**Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'**

- May only score point out of 90/80 for price
- Scores 0 points out of 10/20 for specific goals

**Section 2: SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals**

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

**1. Transformation – BBEE Improvement or Retention Plan**

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

**NB:** A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

**2. Local Procurement Content**

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

**3. Procurement spends on entities with a minimum 51% black ownership.**

Previous tenders proven that there are small and medium companies that are interested in this space; Therefore, successful supplier will be required to subcontract some of the scope of work to capable and competent EME/QSE with at least 51% BO. The main contractor will select from designated group that are not part of their subsidiaries or having shares in that company, preferable they should be selected from local to site.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	25%	

***NB: Tenderers are encouraged to make use of local to site suppliers from the Kriel /Matla Feeder areas for subcontracting opportunities***

**4. Jobs.** Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created
Type of Jobs to be retained	Number of Jobs to be retained

**NB: Tenderers are encouraged to source candidates from the Kriel / Matla Feeder areas for job opportunities**

**5. Skills development**

Tenderers are required to submit proposals in the table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom’s core, scarce and critical skills and scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa

Skill type / Occupation	Eskom target	Entry Level	Output	Tenderers Proposal
Civil Engineers	04	National Diploma or Equivalent	Work Integrated Learning	

**NB: Tenderers are encouraged to source candidates from the Kriel / Matla Feeder areas for skills development opportunities.**

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA’s accredited training providers can be approached to participate in developing critical and scarce skills.

**Note:** That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

**Section 3: SDL&I Penalty and Performance Security**



Eskom will apply a penalty of 2% of the Contract Value for failure to meet SDL&I obligations.

For the duration of the contract, Eskom will retain 2% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations by the contractor.

**Section 4: Reporting and Monitoring**

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier’s progress in delivering on their stated SDL&I commitments

**Section 5: Market Research**

The following information demonstrates market analysis and assists in arriving at the targets above.	
<p><u>Current Suppliers Providing the Services</u></p> <ul style="list-style-type: none"> <li>• None</li> </ul>	<p>Potential Suppliers:</p> <ul style="list-style-type: none"> <li>• Open tender</li> </ul>

**Section 6: General Information on Validity of Sworn Affidavits**

- The following must be considered when it comes to validity of Affidavits;**
- Tenders submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:**
- Name/s of deponent as they appear in the identity document and the identity number.
  - Designation of the deponent as the **director, owner** or **member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
  - Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
  - Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
  - Indicate total revenue for the year under review and whether it is based on **audited financial statements** or **management account**. **(Mark the applicable option).**
  - Financial year end as per the **enterprise’s registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
  - B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
  - Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
  - Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
  - Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

N/A

## **3.2 Subcontracting**

### **3.2.1 Preferred subcontractors**

The *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with.

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

### **3.2.2 Subcontract documentation, and assessment of subcontract tenders**

When the *Contractor* uses a Subcontractor, he needs to engage with him on a NEC basis. The Subcontractor needs adhere to all processes, policies and procedures of Eskom as service should be provided as if not subcontracted to Eskom.

All reporting will happen based on the NEC standard forms or as agreed upon in the Kick off meeting.

### **3.2.3 Limitations on subcontracting**

The *Contractor* submits the name of each proposed Subcontractor to the *Service Manager* for acceptance. A reason for not accepting the Subcontractor is that the appointment will not allow the *Contractor* to Provide the Service.

The *Contractor* does not appoint a Subcontractor until the *Service Manager* accepted them.

### **3.2.4 Attendance on subcontractors**

The Subcontractor should attend all morning feedback Outage meetings to provide accurate feedback on the progress of *service*. Assessment meetings between *Service Manager* and the *Contractor* should be avoided by the Subcontractor.

### **3.2.5 SD&L Requirements**

- CSI agreement is 2%
- Job Creation = 2
- Job retained = 1

## **3.3 Plant and Materials**

### **3.3.1 Specifications**

Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts.

### **3.3.2 Correction of defects**

The *Service Manager* arranges for the *Employer* to allow the *Contractor* access if it is needed for correcting a Defect.

The *Contractor* needs to correct a Defect within one day or when the first available opportunity arises.

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

The Contractor will do all procurement of materials according to own procurement processes. All materials purchased by the *Contractor* to be installed to Affected Property will be kept and preserved according to the

storage relevant specification. The *Contractor* may at any point be requested by the *Service Manager* to submit the storage and preserving specification for any material or plant. All plant and material to be stored at an area demarcated by the *Service Manager* and it is the responsibility of the *Contractor* to prepare the area and make it comply with the storage and preserving specification.

### **3.3.4 Tests and inspections before delivery**

The *Contractor* does not deliver those Plant and Materials which the Service Information states are to be tested or inspected before delivery until the *Service Manager* has notified the *Contractor* that they have passes the test or inspection.

All holding points on QCP should have been adhered to and signed off by both parties before accepting any material or goods on site.

### **3.3.5 Plant & Materials provided “free issue” by the *Employer***

The *Employer* has service air operating at 600 kPa that the Contractor is allowed to use. Other facilities provided by the *Employer* can be seen in Section 5.8 of this contract.

## **4 Working on the Affected Property**

### **4.1 *Employer’s* site entry and security control, permits, and site regulations**

- The *Contractor* applies for temporary access permits (*Contractor’s* Permit) at the Security gate, prior to the Possession Date.
- The *Contractor* personnel are required to always be in possession of a Contractor’s Permit.
- All *Contractor* personnel are issued with a temporary access permit (*Contractor’s* Permit) which contains the following information:
  - Name
  - ID Number
  - Company
  - Validity date
- All *Contractors’* permits are submitted to Protective Services when the workers leave the site after completion of the works.
- In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the *Contractor* supplies a list of all personnel that he intends using on site, at least 24 hours prior to entry of the Security Area.
- This list is delivered to Protective Services, or is faxed to (017) 615 2602
- The list, identified with the *Contractor’s* name, contains the following information:
  - Employee Name
  - Employee ID Number
  - Eskom Safety Co-ordinator signature
  - *Service Manager* signature
- Copy of the first page of the ID book of every employee of the *Contractor*, photocopied to reduce the size to 65%.
- To speed up the process of gaining access to the site, the *Contractor* compiles detailed lists of all tools and equipment to be taken on site before arriving at the Power Station Security gate.
- A special Tool List form is available at Protective Services.
- An authorised copy of this list is retained to be used again when the tools and equipment is removed from site after the completion of the works.
- The *Contractor’s* visitors and all personnel conform at all times to the security arrangements in force at the site.
- Application forms for visitors are filled in by the *Contractor’s* Site Manager and approved by the *Employers* Representative, one day before the visit and submitted to the *Employer’s* Protective Services office.

- Visitors are not allowed on site if the necessary forms are not in the possession of security staff.
- The Chief of Protective Services may, with valid cause, remove any of the *Contractor's* personnel from the site, either temporarily or permanently, without any prejudice. He may deny access to the site to any person whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- No unauthorised vehicles are allowed on site.
- Only *Contractor's* vehicles with displayed Contract Vehicle Permits disks are allowed on site.
- Contract Vehicle Applications are directed to the *Employers* Representative.
- The *Contractor* is restricted to the working areas associated with his place of work.
- The *Contractor* is forbidden to enter any other areas and must ensure that his employees abide by these regulations.
- Parking inside the power station is strictly forbidden, except for loading purposes.
- No recruiting of casual labour is done on Eskom premises, including the area outside the Power Station Security Gate.

### 5.1.2 Eskom Life Saving Rules:

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

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

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

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

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

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

- Matla Power Station Health and Safety Standards
- Specifications for *Contractors* attached to the Invitation to Tender. This procedure will be handed over during tender enquiry and will enable the successful Tenderer to compile a Health & Safety plan that has to be approved by the *Employer* prior to commencement of work.
- Compliance with Eskom & Matla No Smoking Policy
- Adhere to the OHS Act 85 of 1993
- All staff will undergo Safety Induction, presented by Matla Risk Management Department
- *Employer's* site regulations, covering the following:
  - Clean lines
  - Storage of material
  - Safety precautions and fire prevention
  - Permits to work
  - Other *Contractor's* work
  - Representation of *sub-contractors*
  - Constant Supervision for hot work
  - Handing over of *works*
  - *Contractor's* Site
    - Disposal of waste, oil residue and sludge
    - Hot Work permit for welding
    - Working at heights
    - Working in and around an area that contains flammable substances
    - Testing for combustible gases
    - Availability of fire extinguishers when working in an area that contains flammable Substances

## **4.2 People restrictions, hours of work, conduct and records**

The *Contractor* provides the necessary resources to carry out the *service* as stated in the Service Information.

The *Contractor* provides everything to carry out the Service Information of this contract unless where otherwise stated in this Service Agreement. Everything that should be provided by the *Employer* is stated in this Service Agreement, anything not stated in the Service Agreement should be provided by the *Contractor* to execute the work as stated in the Service Information

It is very important that the *Contractor* keeps records of his people working on the Affected Property, including those of his Subcontractors. The *Service Manager* shall have access to all records of the *Contractor* and Subcontractor at any time when deemed necessary.

## **4.3 Health and safety facilities on the Affected Property**

Any emergency equipment or fire suppression systems to be utilized by the *Contractor* when an emergency arise

Please refer to SHE Requirements for *Contractors* – Refer to RSR0001 Heading 8.1

## **4.4 Environmental controls, fauna & flora**

General environmental requirements referred to in section 3 above, Matla Power Station ISO14001

## **4.5 Cooperating with and obtaining acceptance of Others**

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the Contractor may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

## **4.6 Records of Contractor's Equipment**

The *Contractor* will at all times keep record of his equipment on site with relevant inspections carried out. Inspection reports should be accessible by the *Service Manager* at any given time when he deems necessary.

All equipment or tools signed in by the *Contractor* should strictly adhere to the gate access rules and procedures.

All Equipment including hired should be inspected and approved before accepted on site.

The *Contractor* will keep records of all hired Equipment to execute the Service Information

## **4.7 Equipment provided by the Employer**

It is the responsibility of the *Contractor* to provide his Equipment list to the *Service Manager* with all calibration certificates etc.

The *Employer* provides Equipment as stated in the Service Information, anything not stated in the Service Information the *Contractor* have to provide and already accounted for in the Price List.

## 4.8 Site services and facilities

### 4.8.1 Provided by the *Employer*

The *Employer* will provide in the way of water and waste disposal on the Affected Property. Power will be provided by the *Employer* the *Contractor* needs to ensure his own cabling, connections, DB Boards and CoC certificates of installations and connections.

#### Refuse Disposal

The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.

The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

#### Supply of Electricity

- *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
- The *Contractor* is to make provision for the necessary extensions and plug points.
- All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the *Contractor*
- The *Contractor* will adhere to the Electrical Installation Regulations of 1992

#### Medical Facilities

- The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are available.
- Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life-threatening situations.
- The *Employer* is entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

#### Toilet Facilities

The *Employer* provides the *Contractor* access to toilet facilities in the plant only.  
(On the contractor's yard the contractor will remain responsible to provide toilets for his employees.)  
Temporary chemical toilets are provided by the *Contractor* where deemed necessary.

### 4.8.2 Provided by the *Contractor*

- The *Contractor* shall provide, for his own use adequate size offices.
- A cleaning service must also be provided.
- Domestic rubbish will be removed free of charge.
- The *Contractor* shall dismantle and clear off site all such infrastructure at the discretion of the *Service Manager* on completion of the contract.
- No such dismantling and clearance work shall be carried out without prior approval by the *Service Manager*.
- Any electrical equipment or appliances used by the *Contractor* shall conform to the applicable South African Safety standards and Matla standard PSR 010 and shall be maintained in safe and proper working condition.
- The *Employer* shall have the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.
- **Site Location**

- 
- The boundary of the site is within the Power Station boundary fences.
- The *Contractor* is to mark the boundaries of his site clearly.
- The *Contractor* is to ensure that all his material and equipment is always within the boundaries of his site.
- A site for the *Contractor* will be provided if needed. (The exact position will be determined on site).
- The *Contractor* will ensure further treatment of the yard area to keep all neat and tidy at all times.
- The *Contractor* shall also include for such items as security, watch and access arrangements to his yard area.
- The *Contractor* shall not occupy any site area other than that located to him
- On completion of the service on Site, all areas allocated to the *Contractor* shall be re-instated to their former condition to the satisfaction of *Employer*

### **Contractor's site requirements**

- The *Contractor* supplies, installs, properly maintains and removes all temporary construction facilities and utilities necessary for the complete performance of the *service*
- Including the following:
  - 
  - The *Contractor's* yard should adhere to sound housekeeping, failing with this the *Employer* may use another *Contractor* to clean up the *Contractor's* yard. These costs will be carried by the *Contractor*.
  - Any damage to installed lighting is repaired at the *Contractor's* expense.
  - The reticulation of electricity, water and any other services required by the *Contractor* from a supplied central distribution point.
  - Hazardous Substances to be contained as per Eskom requirements.
  - Transportation on and off site
  - Telephone connections may be available, and the *Contractor* applies via the *Services Manager* for a connection. Connection fees and calls are for the *Contractor's* account.
  - Compressed air and gases
  - Maintenance of lay-down and storage areas
  - Electric panels and distribution wiring for erection and within *Contractor's* yard
  - Security of *Contractor's* yard
  - Temporary lighting to ensure safe working conditions.

### **Accommodation**

The provision of accommodation for *Contractor's* personnel is the responsibility of the *Contractor*. The *Contractor* or any of his employees or subcontractors is not allowed to use the *Employer's* dining facilities. The shop next to the Canteen building may be utilized by the *Contractors*.

## **4.9 Control of noise, dust, water and waste**

All waste introduced to and/or produced on *Employer's* Premises by the *Contractor* for this order, must be handled in accordance with the minimum requirements for the Handling and Disposal of hazardous waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry 1994 Ref.: BN0621-16296-5. (A copy of this document is available at the Power Station for reference purposes).

Provide sufficient storage containers, labelled depicting general or hazardous waste and store in a designated storage area

No hazardous waste may be stored for a period of more than 90 days on the Matla Power Station's premises. Ensure that all hazardous waste is disposed of at a licensed Class H disposal site. A copy of the hazardous waste disposal certificate must be submitted to the *Service Manager*.

Ensure that the *Contractor's* site does comply with the general good housekeeping practices. Redundant material will be removed to allocated sites. No scrap shall be stored in the *Contractor's* yard. Scrap is to be cleared from Site daily.

#### **4.10 Hook ups to existing works**

Any work performed at heights, must adhere to the correct safety standards, procedures and specifications stated in the Health and safety risk management of Matla Power Station. Refer to RSR0001 heading 5.7

#### **4.11 Tests and inspections**

##### **4.11.1 Description of tests and inspections**

The *Contractor* gives at least 48 hours in advance notification to the Supervisor or the Authority for inspection/test and hold or witness points, which require their attendance. The *Contractor* confirms readiness for inspection at least 24 hours prior to the test.

The *Contractor* ensures that all work has been fully inspected, accepted and documented prior to requesting any inspection by the Supervisor.

The *Contractor* and the *Employer* provide materials, facilities and samples for tests and inspections as stated in the Service Information.

##### **4.11.2 Materials facilities and samples for tests and inspections**

The *Contractor* shall ensure that surfaces to be protected are inspected in order to evaluate extent of surface preparation for which he will be responsible. All inspection arrangements with Matla Power Station Engineering Department will be made 24 hours in advance

## **1. Communication**

The *Contractor* shall address all communications (after contract award) including telefacsimiles to:

Project Manager  
Matla Power Station  
Private Bag X5012  
Kriel  
2271

Att : Mbali Nhlanhla  
Tel : 017 612 9480  
Cell : 071 304 9375  
Fax : -  
E-Mail : Nhlanhme@eskom.co.za

All communications from the *Contractor* shall carry the Enquiry Number or Contract Number after Contract Award, as well as the Title of the Works. All communication by the *Contractors* shall go through the buyer.

They shall be headed with the subject of the communications and be numbered sequentially on the basis of the subject of the communication.

No recruiting is allowed on Eskom property. (Eskom property includes the area outside the main security gate).



## C4: Site Information

### PART 4: SITE INFORMATION

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## PART 4: SITE INFORMATION

### General description

The Matla Power Station is situated approximately halfway between Bethal and Ogies on the R545, being just over 30 km from each town and 10 km north-west of Kriel town.

Matla Power Station is situated in a summer rainfall area with an average annual precipitation of about 750 mm falling almost entirely during the months of October to April. The average rainfall per month generally exceeds 40 mm during this period, although drought periods do occur which can last for 20 days or longer. Drought periods occur most frequently during the months of October/November and March/April. January is statistically the highest rainfall month with an average monthly rainfall of about 130 mm. June has the lowest rainfall with an average monthly rainfall of about 7 mm.

Approximately 85% of the annual rainfall occurs in the summer months and heavy falls of 125 to 150 mm occasionally occur in a single day. The annual average number of thunderstorms is about 75. These storms are often violent with severe lightning and strong (but short-lived) gusty winds and are sometimes accompanied by hail. This region has among the highest hail frequencies in South Africa; about 4 to 7 occurrences (depending mainly on altitude) may be expected annually.

January is normally the hottest month with an average daily maximum temperature of 27°C with a mean daily temperature in winter being about 16°C. Winter average daily temperatures vary from 18, 5°C maximum to -1°C minimum. The extreme temperatures recorded range from 34, 7°C to minus 12, 4°C for the period 1920 - 1984. (Source: Weather Bureau, Pretoria)

Winds are generally light to moderate except during thunderstorms. Generally, the prevailing wind directions are from the North West during the day and from the east at night. During daytime, the prevailing winds are from the north-western direction. During night-time, the prevailing winds are from the north-eastern direction. The highest recorded average wind speed is 17, 6 km/hour. The average wind velocity over the year is 14, 5 km/hour.

(Source: Brewer & Conlin, 1996, Reference 4, page 2.5.)

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

Not applicable. The *Contractor* to specify any information required if necessary.

### Subsoil information

Not applicable. The *Contractor* to specify any information required if necessary.

### Hidden services

All known services will be brought to the attention of the *Contractor* by *Employers Representative*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Employers Representative* who will issue instructions as to what actions are to be taken.

The protection of all pipes, gauges and plant is of extreme importance. Should any damage take place, which is due to the *Contractors* negligence, another *Contractor* will be brought onto site to affect repairs. All costs will be to the account of the *Contractor* who caused damage.

## Other reports and publicly available information

*The assumed 1 in 10-year rainfall figures are:*

<b>Month</b>	<b>Cumulative rain (mm)</b>	<b>No of days with rainfall &gt; 10mm</b>
January	200	6
February	150	6
March	120	5
April	110	4
May	40	3
June	20	2
July	30	2
August	30	2
September	60	3
October	140	6
November	160	7
December	170	6