



## NEC3 Engineering & Construction Contract

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

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

for **Main Distribution Chutes Standing platforms at  
Hendrina Power Station**

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**CONTRACT No. [Insert 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:

### Design, Manufacture, Supply and Install Main Distribution Chutes Standing Platforms at Hendrina Power Station

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 B, C or D	The offered total of the Prices exclusive of VAT is	R [●]
Option E or F	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number (if applicable)

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

## Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

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

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

Note:

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

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

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

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

**For the tenderer:****For the Employer**

Signature

Name

Capacity

On behalf  
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &  
signature  
of witness

Date

## C1.2 ECC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	<b>A:</b> Priced contract with activity schedule
	and secondary Options	<b>W1:</b> Dispute resolution procedure
		<b>X2:</b> Changes in the law
		<b>X5:</b> Sectional Completion
		<b>X7:</b> Delay damages
		<b>X15:</b> Limitation of <i>Contractor's</i> liability for design to reasonable skill and care
		<b>X16:</b> Retention
		<b>X18:</b> Limitation of liability
		<b>Z:</b> Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
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>
10.1	The <i>Project Manager</i> is: (Name)	
	Address	<b>Hendrina Power Station Impala Road / P/Bag X1003 Pullenshope 1096</b>
	Tel	<b>+27 13-296-3973</b>
	Fax	

e-mail

11.2(13)	The <i>works</i> are	<b>Design, Manufacture, Supply and Install Main Distribution Chutes Standing Platforms at Hendrina Power Station on the North Side &amp; South Side</b>
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> <li>1. <b>Delays due to access to site.</b></li> <li>2. <b>Nonadherence to scope specifications.</b></li> <li>3. <b>Nonadherence to project programme/timelines.</b></li> <li>4. <b>Non-compliance to contract terms and conditions.</b></li> <li>5. <b>Labour relations instability or unrest.</b></li> <li>6. <b>Interfacing activities between Production and Construction Works.</b></li> <li>7. <b>Permit To Work delays.</b></li> </ol> <p><b>And any other matter posing a risk to the contract is notified and discussed amongst the Parties and agreed upon before inserted on the Risk Register.</b></p>
11.2(15)	The <i>boundaries of the site</i> are	<b>Allocated section of the works and areas within the borders of Hendrina Power Station.</b>
11.2(16)	The Site Information is in	<b>Part 4: Site Information</b>
11.2(19)	The Works Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it 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>3 working days.</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</b>

### 3 Time

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	30 November 2026		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i>	<i>key date</i>	
	1.	Submission of the programme for acceptance	08/12/2025	
	2.	Submission of shorter schedule of cost components	08/12/2025	
	3.	Contractor's Submission of Health & Safety documents for audit and approval.	08/12/2025	
	4.	Contractor's Submission of proof of works concept and Construction Method Statements	At bid submission & formalised on 15/12/2024	
	5.	Contractor's Submission of Quality Control Plan	08/12/2025	
	6.	Contractor's Submission of the Environmental Plan	08/12/2025	
	8.	Site Establishment	TBC (After Design Approval)	
	9.	Project Completion	30/11/2026	
30.1	The <i>access dates</i> are:	Part of the Site	Date	
		1	All areas	As when available
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	08/12/2025		
31.2	The <i>starting date</i> is	01 December 2025		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	End of every week		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the <i>Completion Date</i> .	End of north and south side construction of platforms and or upon sectional completion.		
4	Testing and Defects			
42.2	The <i>defects date</i> is	52 months after Completion of the whole of the works.		
43.2	The <i>defect correction period</i> is	Within 3 working days upon notification for general defects. Within 1 working day after notification for urgent matters related to safety, production and/or environmental		

**contraventions.**

<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	On completion of activities as assessed and agreed upon on the assessment date as per task order/activity schedule.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	14 to 28 days after assessment and tax invoice submission.
51.4	The <i>interest rate</i> is	(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa (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
<b>6</b>	<b>Compensation events</b>	
60.1(13)	<p>The place where weather is to be recorded is:</p> <p>The <i>weather measurements</i> to be recorded for each calendar month are,</p> <p>The <i>weather measurements</i> are supplied by</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>and which are available from:</p>	<p>Hendrina Power Station SOR control room</p> <p>the cumulative rainfall (mm)</p> <p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 09:00 hours South African Time</p> <p>and these measurements:</p> <p>Refer to Part C4 of site information</p> <p>Hendrina Power Station, Mpumalanga</p> <p>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the Employer</p>
60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	As stated in Annexure A to this Contract Data provided by the Employer.
<b>7</b>	<b>Title</b>	The Contractor has no title to site materials purchased by the Employer for the project.



## 8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	<b>Any secondary damage to plant, equipment, and property.</b>
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## 9 Termination

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

## 10 Data for main Option clause

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

W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <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).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <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, full address is provided upon such time when the information is required.
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12	Data for secondary Option clauses			
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date
			Sectional Completion of North Side Platforms	31/08/2026
			Sectional Completion of South Side Platforms	30/11/2026
X5 & X7	Sectional Completion and delay damages used together			
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	section	Description	Amount per day
		1	Sectional Completion of North Side Platforms	R5000.00
		2	Sectional Completion of South Side Platforms	R5000.00
	Remainder of the <i>works</i>			
	The total delay damages payable by the <i>Contractor</i> does not exceed:	35 % of the total contract value.		
X7	Delay damages			
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	Does not exceed 35 % of the total contract value		
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill & care	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X16	Retention (not used with Option F)			
X16.1	The <i>retention free amount</i> is	R 0.00		
	The <i>retention percentage</i> is	10%		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	The contract value		

X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>the amount of the deductibles relevant to the event</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	<b>The greater of</b> <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> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as at contract date.</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 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 which arise before the Defects Certificate is issued,</li> <li>• Defects due to manufacture and fabrication outside the Site,</li> <li>• loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<p>(i) 12 months after the <i>defects date</i> for latent Defects and</p> <p>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</p> <p>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period.</p> <p>If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
<b>Z</b>	<b>The Additional conditions of contract are</b>	<b>Z1 to Z15 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 *Project Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

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

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

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

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

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

Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

## **Z4 Confidentiality**

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

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

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not,

or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.

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

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

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
  - undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z8 Notifying compensation events**

- Z8.1 Delete from the last sentence in core clause 61.3, “unless the *Project Manager* should have notified the event to the *Contractor* but did not”.

**Z9 Employer’s limitation of liability**

- Z9.1 The *Employer’s* liability to the *Contractor* for the *Contractor’s* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor’s* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer’s* liability under the indemnity is limited.

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

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

**Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)**

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

**Z12 Ethics**

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

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

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z12.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

### Z13 Insurance

#### Z 13.1 Replace core clause 84 with the following:

#### Insurance cover 84

- 84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 84.2** The *Contractor* provides the insurances stated in the Insurance Table A.
- 84.3** The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the earlier of Completion and the date of the termination certificate.

#### INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the <i>works</i> , Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance  The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u><i>Employer's</i> property</u> The replacement cost where not covered by the <i>Employer's</i> insurance  The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance

	<u>Other property</u> The replacement cost
	<u>Bodily injury to or death of a person</u> The amount required by applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 13.2**

**Replace core clause 87 with the following:**

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum 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

**Z14**

**Nuclear Liability**

- Z14.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z14.3 Subject to clause Z14.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person



acting on behalf of the *Employer*.

Z14.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.

Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z15 Asbestos**

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

<b>AAIA</b>	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 in order 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</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<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, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z15.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z15.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

## Annexure A: One-in-ten-year-return *weather data* obtained from SA Weather Bureau for [weather station]

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

<i>Weather measurement</i>					
Month	Cumulative rainfall (mm)	Month	Cumulative rainfall (mm)	Month	Cumulative rainfall (mm)
January	104.0	January	104.0	January	104.0
February	24.5	February	24.5	February	24.5
March	71.0	March	71.0	March	71.0
April	70.0	April	70.0	April	70.0
May	8.1	May	8.1	May	8.1
June	0	June	0	June	0
July	0	July	0	July	0
August	1.0	August	1.0	August	1.0
September	79.5	September	79.5	September	79.5
October	76.0	October	76.0	October	76.0
November	101.5	November	101.5	November	101.5
December	83	December	83	December	83

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

## Annexure B: Insurance provided by the Employer

*These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.*

1. For the purpose of works contracts, insurance provided by Eskom (the *Employer*) has been arranged on the basis of "project" or "contract" value, where the value is the total of the Prices at Completion of the whole of the works including VAT.

A "project" is a collection of contracts or work packages to be undertaken as part of a single identified capital expansion or refurbishment of a particular asset or facility.

A "contract" is a single contract not linked to or being part of a "project".

2. For ECC3 there are three main "formats" of cover and deductible structure; Format A, Format B and Format Dx.

**Format A** is for a project or contract value less than or equal to R350M (three hundred and fifty million Rand) inclusive of VAT.

**Format B** is for a project or contract value greater than R350M (three hundred and fifty million Rand) inclusive of VAT.

In the case of contracts / packages within a project:

- For a contract / package of R50M which is part of a R400M project, Format B will apply
- For a contract / package of R250M which is part of a R6 billion project, Format B will apply;
- For a contract / package of R120M which is part of a R350M project Format A will apply;

For a contract which is not part of a project the same limits apply:

- For a contract of R50M, Format A will apply
- For a contract of R355M, Format B will apply.

**Format Dx** applies only to Distribution Division projects and contracts. If a Distribution Division project or contract exceeds the Format A limit, the Eskom Insurance Management Services [EIMS] need to be contacted for advice on how to formulate the insurance cover. Cover and deductibles for Distribution Division are per the relevant policy available on the internet web link given below.

**Format A generally applies to Transmission Division** projects and contracts. If a Transmission Division project or contract exceeds the Format A limit, the Eskom Insurance Management Services [EIMS] need to be contacted for advice on how to formulate the insurance cover.

3. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 84.2. In terms of clause 84.1 "the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
4. When the Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
5. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**

[http://www.eskom.co.za/live/content.php?Item\\_ID=9248](http://www.eskom.co.za/live/content.php?Item_ID=9248)

## **Annexure C:      The *Employer's* Panel of Adjudicators**

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)

**Information about the Panel and appointment of the selected *Adjudicator* is available from Eskom Supply Chain Operations management, by contacting**

## C1.2 Contract Data

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

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

Whenever a cell is shaded in the left hand column it denotes this data is optional. If not required select and delete the whole row, otherwise insert the required Data.]

#### Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)<sup>1</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 (April 2013) Guidance Notes.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <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(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see [www.ecs.co.za](http://www.ecs.co.za)

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled _____.	
11.2(3)	The <i>completion date</i> for the whole of the works is		
11.2(14)	The following matters will be included in the Risk Register		
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:		
31.1	The programme identified in the Contract Data is		
<b>A</b>	<b>Priced contract with activity schedule</b>		
11.2(20)	The <i>activity schedule</i> is in		
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
<b>B</b>	<b>Priced contract with bill of quantities</b>		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
<b>C</b>	<b>Target contract with activity schedule</b>		
11.2(20)	The <i>activity schedule</i> is in		
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
<b>D</b>	<b>Target contract with bill of quantities</b>		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
<b>F</b>	<b>Management contract</b>		
20.2	Work which the <i>Contractor's</i> will do himself is	Activity	price (lump sum or rate)
	<b>Data for Schedules of Cost Components</b>	Note "SCC" means Schedule of Cost Components starting on page 60, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).	

<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is	Minus %		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are  <b>Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates.</b>  <b>Please insert another schedule if foreign resources may also be used</b>	<b>Category of employee</b>		<b>Hourly rate</b>
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			
	<b>If Option C, D or E is used</b>	<b>Data for Schedule of Cost Components</b>		
23 in SCC	The listed items of Equipment purchased for work on this contract, with an on cost charge, are:	<b>Equipment</b>	<b>Time related charge</b>	<b>Per (time period)</b>
24 in SCC	The rates of special Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>



44 in SCC	The percentage for Working Areas overheads is:	: %		
51 in SCC	The hourly rates for Defined Cost of manufacture or fabrication outside the Working Areas are  <b>Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates</b>  <b>Please insert another schedule if foreign resources may also be used</b>	<b>Category of employee</b>	<b>Hourly rate</b>	
52 in SCC	The percentage for manufacture and fabrication overheads is			
	<b>If Option C, D, or E is used</b>	<b>Data for both schedules of cost components</b>		
61 in SCC & SSCC	The hourly rates for Defined Cost of design outside the Working Areas are  <b>Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates.</b>  <b>Please insert another schedule if foreign resources may also be used</b>	<b>Category of employee</b>	<b>Hourly rate</b>	
62 in SCC & SSCC	The percentage for design overheads is			
63 in SCC & SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the <i>works</i> and Equipment done outside the Working Areas are:			
	<b>If Option C, D or E is used</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is	%		

22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

PART 2: PRICING DATA

ECC3 Option A

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

## C2.1 Pricing assumptions: Option A

### 1. How work is priced and assessed for payment

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

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

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

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

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

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

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

### 2. Function of the Activity Schedule

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

### 3. Link to the programme

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

### 4. Preparing the *activity schedule*

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

The *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in his *activity schedule* and be priced accordingly.

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

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

## C2.2 the *activity schedule*

An activity schedule could have the following format:

	Item	Unit	Quantity	Rate	Total Price
01	Site Establishment	Sum			
02	Preliminary and Generals	Sum			
03	Labour for the duration of the contract	Sum			
04	Supply and fabricate Platform	Sum			
05	Supply Handrails	Sum			
06	Supply Cat Ladders	Sum			
07	Supply Gratings	Sum			
08	Documentation (Data Pack)	Sum			
08	Site De establishment	Sum			
	<b>Total excl. VAT</b>				

The responsibility is on the Contractor to familiarise himself with the requirements of the Works Information in order to bid and execute the entire Works Information accordingly. All items to be submitted on the Pricelist. Contract to add or reduce items on the activity schedule as per their design information. The activity schedule provided by the *Employer* should be utilised as a guide.

## PART 3: SCOPE OF WORK

Document reference	Title	No of pages
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C3.2	<i>Contractor's</i> Works Information	1
	Total number of	30

## C3.1: EMPLOYER'S WORKS INFORMATION

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# 1 Description of the works

## 1.1 Executive overview

The Works includes the fabrication, delivery, installation and commissioning of landing platforms as per approved manufacturing drawings. The works will require expertise on fabrication and installation of structural steel. The project will be done at the Hendrina Power Station.

## 1.2 Employer's objectives and purpose of the works

Hendrina power station experiences blockages on the main distribution chutes splitter box when coal is wet. This prevents coal from reaching the bunkers since coal flow is interrupted therefore posing risk of coal shortage to the running units. The multi chutes at the head end of the incline conveyors were installed during 2017 but the unavailability of inspection doors and landing platform creates delays to recover the plant when blockages are experienced. The inspection doors design was done by CoE and was installed in 2019 by Welding and Fabrication department. Therefore, this request is for the landing platform to be installed in order to ease access to the inspection doors.

### HIGH LEVEL SCOPE: Description of the work

The Contractor fabricates the landing platform as per approved manufacturing drawing

- The Contractor does site establishment
- The Contractor cuts and do the connection to existing structures
- The Contractor Installs the landing platform on the main distribution chutes on the North side and South side
- The Contractor commissions the system
- The Contractor does de-establishment
- The Contractor Handover the project to the client.

### Works Information:

- Site establishment.
- Verify Employer's Design and Measurements on site:
  - Design is Based on SANS0162-3 and to be checked by Group Technology Civil Engineering
  - Typical Pin ended- Beam Design with handrail system:
  - DESIGN NOTES: Design Based on;
    - A man size of 200kg's.
    - Galvanised Steel Member.
    - Maximum beam span 2 meter.
- Cut and fit to existing structure.
- Supply and Install Steel Structures as per provided specifications.
- Permits: Plant Safety Regulation; Working at Heights and Hot-Works.
- Barricading/Access prevention.
- Join the Existing Platforms with the New Access Platforms.
- Make Good all Joints and Cuttings and cote the finishes (protect from rusting).
- Handover to the client.
- Site Disestablishment.

## WORKS AND COMPLIENCY

- The *Contractor* is to provide all construction equipment, labour and material to execute the works according to above scope.
- All works to comply with SANS 1200.

### 1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
OBL	Outside battery limits

## 2 Management and start up.

### 2.1 Management meetings

After contract award, *Project Manager* schedules a kick-off meeting to discuss the execution requirements. Kick-off meeting specifies how the *Contractor* will meet the project objectives and confirm *Contractor* understands the required works, and program to execute the SOW.

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

Title and purpose	Approximate time & Interval	Location	Attendance by:
Overall contract progress and feedback	Every Thursday	To be confirmed by the <i>Project Manager</i>	<i>Contractor/s, Supervisor, Project Manager, System Engineer, and Others</i>
Early Warning (Risk reduction) meeting	As and when required	To be confirmed by the <i>Project Manager</i>	<i>Contractor/s, Supervisor, Project Manager, System Engineer, and Others</i>

Kick-off meeting	Third working day after official contract is placed.	To be confirmed by the <i>Project Manager</i>	<i>Contractor/s, Supervisor, Project Manager, System Engineer, and Others</i>
Interfacing meetings	As and when required	To be confirmed by the <i>Project Manager</i>	<i>Contractor/s, Supervisor, Project Manager, System Engineer, and Others</i>
Risk register and compensation events	As and when required	To be confirmed by the <i>Project Manager</i>	<i>Contractor/s, Supervisor, Project Manager, System Engineer, and Others</i>

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

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

## 2.2 Documentation control

### i. General

The *Contractor's* document system complies with ISO 9001 requirements and is comprehensive in management and control of the documentation for each of the units based on a master document. The documentation requirements cover the various engineering stages, from the design stage through fabrication, installation, testing, commissioning, operating, maintenance and training stage of the project. Not only must these documents be comprehensive and complete but must comply with strict document control and revision procedures.

The *Contractor* provides the configuration management (CM) plan, at tender, that will be implemented in line with the ISO 10007 Guidelines for Configuration Management. The CM plan should reflect where Configuration Management is in the project Structure, a technical document and record management procedure as well as the Change management procedure the *Contractor* will be using.

The *Contractor* plans the supply of the documentation during the various project stages and provides the documents in accordance with the key scheduled project milestone dates.

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

The *Contractor* submits all documentation on a formal transmittal form in triplicate to the *Project Manager*. All manuals, documents and engineering documentation shall be presented in British English. All contractual communications will be in the form of properly compiled letters or forms attached to e mails and not as a message in the e mail itself.

The routing of all written communications will be between the *Project Manager* and the *Contractor* only, any agreements between the *Contractor* and any other person representing the *Employer* which has not been routed via the *Project Manager* will be null and void.

Any instructions written or verbal resulting in any changes to the duration, quality, cost of the project may only be received from the *Project Manager*.

All communication and decisions must be in writing and must be signed. Email correspondence is an acceptable and legal form of communicating. All correspondence in letters, reports and email must be stored in a project communication file. The sequence of which will be in dates.

## ii. Documentation Control and Management

A comprehensive documentation management system is provided. All documentation is maintained and updated until *Completion*. Any change is propagated automatically to all related documentation. All documentation forms an integral part of the documentation system.

The KKS plant position codes are identified in the documentation. KKS codes, down to third level, are to be used. The *Contractor* includes the *Project Manager* accepted drawing head on all drawings submitted to the *Project Manager*. All drawings to be in MicroStation V8 (Version 8) format. The format of all documents is submitted to the *Project Manager* for acceptance.

## 2.3 Health and safety risk management

### *Contractor:*

Provides qualified Safety Officer to be on site for the duration of the project. Provides a risk management plan identifying measures used to preserve safety.

Provides a detailed risk assessment identifying all safety hazards and mitigation measures. Reference to be made to the *Employer's* Risk Assessment for all risks related to the work.

Complies to take responsibility that all risks associated with executing the required *works* are identified, recorded and managed.

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course presented by Safety Officers, Monday to Friday – 09:00 to 10:00, free of charge prior to commencement of any works. This is a two (1) hour course and is valid for the duration of one (1) year at Hendrina Power Station.

Conducts Toolbox Talk and inspects all PPE before any work commences and retains written proof of such actions.

Performs daily activity safety risk assessment in line with a daily site register. Upon request by the Employer, this is to be provided to the *Project Manager*. The *Contractor* works strictly to regularly updated risk assessment. No work shall be carried out without the risk assessment identifying all the risks and the mitigating strategies in place in order to address the identified risks.

*Employer* compiles a baseline safety risk assessment to identify all the possible risks during the implementation of the project. The risk assessment includes all the mitigating strategies in order to minimise all the possible risks.

*Employer* provides the *Contractor* with the baseline risk assessment to use it as a minimum requirement to compile a risk assessment identifying all the risks before the implementation commences, the risk assessment compiled by the *Contractor* will clearly show all the mitigating strategies in order to minimise all the possible risks.

*Contractor* complies with the health and safety regulations prescribed by law of any statutory authority. In particular, this is the Occupational Health and Safety Act (No 85. of 1993, as amended), and all regulations and operating procedures made thereafter.

The *Contractor* ensures safety awareness at all times through continuous training

The *Contractor* is at all times responsible for the supervision of his employees, agents and Sub- Contractors and takes full responsibility and accountability for ensuring that they are competent, compliant and aware of the legal requirements and other requirements and execute the *works* accordingly.

The *Contractor* immediately reports any incidents, disabling injury, near miss, first aid incident as well as any threat to health and safety of which it becomes aware at the *works* or on the Site to the Project Manager.

Furthermore, *Contractor* complies with the health and safety requirements prescribed as follows:

- i. Hendrina Power Station Safety, Health and Environmental Specifications for Principal Contractors (HSPHO/058).
- ii. Provision of a First Aid service to his/her employees. In the case where these prove to be inadequate, like in the event of serious injury, the *Employer's Medical* centre and facilities will be available. Outside the *Employer's* office hours, *Employer's* First Aid services are only available for serious injuries and life

- threatening situations. *Employer recovers* the cost incurred, in the use of the above *Employer's* facilities from the *Contractor*.
- iii. Complies that no personnel are transported on any open vehicles. Personnel may only travel in a vehicle with SABS seating and safety belts.

The *Employer*, or any person appointed by the *Employer*, may, at any stage during the term of the contract:

- i. Conduct health and safety audits by a competent person regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*.
- ii. Refuse any employee, Sub-Contractor or agent of the Contractor access to the premises if such a person has been found to commit an unsafe act or any unsafe working practice or is found not to be competent or authorized.
- iii. Issue the *Contractor* with a stop order, should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance.

The *Contractor* immediately reports any incidents, disabling injury, near miss, first aid incident as well as any threat to health and safety of which it becomes aware at the *works* or on the Site to the Project Manager.

The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of the Occupational Health and Safety Act no 85 of 1993 in respect of any acts or omissions of the *Contractor*, and the Contractor's employees, agents or Sub-Contractors, to the extent permitted by the Occupational Health and Safety Act no 85 of 1993.

The *Contractor* ensures supervised and authorised entry into the plant.

## 2.4 Environmental constraints and management

*Contractor* provides strategy identifying measures how the execution of the *works* does not contravene environmental compliance.

All *works* are executed within the site boundaries provided by the *Employer*, as demonstrated in the drawings issued by the *Employer* as per section 9.

Non-hazardous waste and rubble induced from executing the *works* is disposed at the landfill site.

Hazardous material to be disposed at a permitted landfill site, at which *Contractor* provides safe disposal certificate, this to be approved by the *Project Manager*.

Contractor submits environmental requirements compatible with the site conditions and constraints of the project.

Contractor submits Environmental Management Plan (EMP) before the execution *works* start. EMP how environmental risks and impacts of the road rehabilitation *works* are prevented and mitigated. Project Manager approves.

The *Contractor* takes note of the road conditions during this period.

If there is uncertainty around the any environmental issues, the Environmental Department at Hendrina Power Station may be contacted on 013 296 3011 or 013 296 3910 or 013 296 3013.

*Contractor* complies that all machinery/equipment used during execution of the *works* conform to all applicable environmental legislation. In particular, the *Contractor* complies with the:

- i. Environmental Management System (ISO 14001:2004)
- ii. Hendrina Power Station Environmental policy (HSPPIN005)
- iii. Hendrina Power Station Environmental Emergency Preparedness Procedure (HSPPIN032)

- iv. Hendrina Power Station Waste Management Procedure (HSPPIN003)
- v. EMS Non-Conformance, Corrective and Preventative Action (HSPPIN034)

## 2.5 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 Quality Personnel* within thirty (15) 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 Quality Personnel/ Project Manager*. The *Contractor*, in conjunction with *the Quality Personnel* 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 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).

### Contract Quality Management Plan Requirement

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

- i. Indicates the interface with the *Contractors* quality system and applicable documents such as procedures and work instructions
- ii. Establishes communication channels between the *Contractor* and the *Quality Personnel/ Project Manager* in respect of quality and the integration of such with the prescribed contract communication channels
- iii. Indicates how specific subcontractors will be monitored
- iv. Identifies items or activities for which quality control plans will be prepared
- v. Identifies the specifications, drawings and acceptance criteria for material for which quality control plans are not required
- vi. Identifies the areas or processes requiring special controls
- vii. Identifies the *Contractor's* Management Representative and personnel responsible for the control of quality activities and their relationship to the *Contractor's* management structure
- viii. Identifies the documents which are to be submitted to the Project Manager
- ix. 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 *Quality Personnel* but will not be greater than one year.

## 2.6 Programming constraints

*Contractor* submits a first programme for acceptance within 5 working days of the Contract Date. Programme is submitted in an electronic MS Project format and a pdf Gantt chart programme, identifying how the execution of the works is achieved within the specified project duration.



Programme summarizes the major work activities, estimated durations, and relationships to the other activities of the project. This includes demonstrating how quickly labour, machinery and equipment to execute the required works will arrive and be secured on site. Programme is approved by the *Project Manager before the works commences*.

Programme, submitted by the *Contractor*, is compatible with the site conditions and constraints of the project.

### **Submission of revised programmes and progress reporting**

On a weekly basis, *Contractor* submits electronic copies (pdf and MS Project Format) of the revised programme and schedule progress report to the *Project Manager* for acceptance. All formally issued reports follow the progress reporting requirements as stated below.

### **Daily Site register/dairies**

- i. *Contractor* develops a daily site register/diary detailing the works to be carried out on daily basis and to be in line with the accepted programme
- ii. Daily site register/diary is signed by both the *Contractor* and the *Project Manager*.
- iii. *Contractor* complies that all workers are accounted for in the daily site register/diary with their signatures

### **Monthly progress report**

The contents of the report may vary from month to month depending on the phase of the project and/or the items of management focus. The basic framework of the report consists of the following:

- i. Narrative in an executive summary format identifying major movement within the reporting period.
- ii. Programme summary narrative
- iii. Progress and performance summaries
- iv. Sectional completion and Key Milestone status
- v. Key issues/items of concern and corrective actions
- vi. Cost and cash flow
- vii. Early warning log
- viii. Compensation event log

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

*Contractor* submits an organogram to the *Project Manager with* key personnel. *Contractor* appoints qualified and competent site manager, technician/s, safety officer and foremen. Resource allocation abides to their respective function. These resources are present for the duration of the *works*. Daily site register to be signed with all the resources specified.

*Contractor* complies with provision of key people required to successfully execute the *works*. Resource allocation is clearly reflected on the activity programme they are required to execute and duration stipulated. During the execution of the *works*, registers or time sheets of the *Contractor's* employees is kept for contract records.

As per *Contractor's* Organogram which shall be accompanied by CV's and Qualifications as requested by The *Project Manager*. Management indicated on the *Contractor's* organogram avail themselves immediately when required to resolve matters that may impact on the accomplishment of the *works*.

Reference is to be made to the technical evaluation criteria for further requirements documenting the control measures to mitigate technical risks

## 2.8 Invoicing and payment

*Contractor* submits the Forecast rate of invoice along with the Programme within 7 days after contract award. Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager's* payment certificate.

*Contractor* addresses the tax invoice to:  
Eskom Holdings SOC Ltd  
Hendrina Power Station

Accounts Payable  
P/Bag X1003  
Pullenshope  
1096

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd and include on each invoice the following information:

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

*Contractor* uses the assessed amount when completing the tax invoice and the invoice is forwarded to Management Accounting Payables. Invoices not submitted by hand must have COPY TAX INVOICE heading.

## **2.9 Insurance provided by the *Employer***

As per ECC3 Core Clause 87.1.

## **2.10 Contract change management**

*Contractor* communicates any contract change to the *Project Manager* for approval.

## **2.11 Provision of bonds and guarantees**

Not applicable to this contract

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

*Contractor* keeps all records of costs incurred during the *works* and makes it available to the *Project Manager* upon request.

No standing time claims will be entertained without the relevant proof of presence and activity in the form of a time sheet.

Proof of expenses must be provided to the *Employer* as a hard copy as well as a soft copy.

## **2.13 Training workshops and technology transfer**

Not applicable to this contract

# **3 Engineering and the *Contractor's* design**

## **3.1 *Employer's* design**

Not applicable.

## **3.2 Parts of the *works* which the *Contractor* is to design**

The design, manufacturing, installation and commissioning of all components/equipment are to adhere to the *Employer's* standard. Where the contractor feels otherwise, written request or approval must be obtained from the *Employer*. The *Employer* shall assess the request and deliberate on the request of the *Contractor* accordingly.

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

*Contractor's* design; Documents to be submitted to *The Project Manager* for approval.

## **3.4 Other requirements of the *Contractor's* design**

Not applicable to this contract.

## **i. Drawing Requirements**

The creation and control of all engineering drawings will be in accordance to the latest revision of 240-86973501 (Engineering Drawings Standard – Common Requirements). The *Contractor* provides detailed “As Required” arrangement/dimensional drawings for each part of the work to be done. No work commences without approval of the drawings approved by the engineering representative of the *Employer*.

After the works are completed, detailed “As-built” drawings are provided by the *Contractor*. The “As-built” drawings are subject to the Employer’s engineering representative’s comments and approval.

All drawings indicate all the new installation/modified parts. This must be done in sufficient detail to easily identify the location of the installation.

## **ii. Process for Submission of Documents**

The *Contractor* submits all documents according to the templates that are referenced on the list of standards.

The process for the submission of documents is described below:

The *Contractor* submits the documents/drawings to the *Employer*. The

*Employer’s* Document Controller registers the documents.

The *Employer’s* Document Controller will supply the documents/drawings to all relevant parties within the Employer’s project team.

The *Employer’s* project team reviews the documents/drawings and will submit all comments or inputs to the *Employer* and the *Employer* submits to the *Contractor* for consideration.

If the *Employer* finds major deficiencies in the submitted documents/drawings, the *Contractor* revises the documents/drawings and resubmits to the *Employer*.

The *Employer* reviews the documents/drawings and if no major deficiencies are found, the *Contractor* organizes a Design Review session.

The *Employer* and the *Contractor* conduct a Design Review.

If any fundamental errors were found in the designs or further actions are required, the *Contractor* records all concerns raised and revises the designs.

The *Contractor* organises a Design Review session once all designs were revised according to the concerns raised by the *Employer*.

If no fundamental errors were found in the designs during the Design Review session, the *Contractor* compiles the Design Review minutes or report and submits it to the *Employer*. The

*Employer’s* Document Controller registers the report.

The *Employer’s* project team reviews the *Contractor’s* report/minutes. If the report/minutes are not acceptable, the *Contractor* revises the report/minutes and resubmits to the Project Manager.

The Project Manager accepts the *Contractor’s* design once the report/minutes are accepted by the *Employer’s* project team.

## **iii. Time Required for Acceptance of Designs**

The *Project Manager* will return one copy of the drawing marked “Accepted”; “Accepted as Noted” or “Not Accepted”, as may be appropriate. The notations “Accepted” and “Accepted

as Noted” authorize the Contractor to proceed with the manufacture of the Plant covered by such drawings subject to the corrections, if any, indicated thereon.

Where prints or drawings have been "Not Accepted" or "Accepted as Noted" the Contractor makes the necessary revisions on the drawings and submit further copies for acceptance in the same procedure as for the original submission of drawings.

Every revision shows by number, date, and subject in the revision block on the drawing.

The Contractor is to allow for 10 calendar days for review of documentation by the *Project Manager*.

#### **iV SharePoint Transmittal**

The Contractor submits all documentation to the Eskom Representative as well as the Project's Documentation Centre in the following media: Electronic copies will be submitted to Eskom Documentation Centre via the SharePoint Transmittal space that will be setup for the project. The transmittal submission should as a minimum copy the Employer's Representative. Electronic copies large for transmitting via SharePoint (>700MB) will be delivered on CD/USB Stick, large file transfer protocol and/or hard drives to the Project Documentation Centre.

Hard copies shall be submitted to the Eskom Representative accompanied by the Transmittal Note.

The format of the documentation handover will be specified in the Vendor Document submittal

Schedule (Appendix D)

The Vendor Documentation Submittal Schedule (VDSS) specifies the following:

- The limits of supply of the documentation, i.e. whether the documentation is provided /maintained by the Contractor or the Engineer.
- The type of documentation provided.
- The software format (where applicable) in which the documentation is provided.
- The stage in the project execution during which the documentation is provided as a deliverable.
- The Contractor shall be responsible for planning the supply of the documentation during the various project stages and to provide the documentation in accordance with the Vendor Documentation Submittal Schedule (VDSS).

#### **V. Transmittal**

All project documents must be submitted to the *Project Manager* in accordance with Project / Plant Specific Technical Documents and Records Management Work Instruction (240-76992014).

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

In addition, the *Contractor* shall be provided with the following standards which must be adhered to:

Documentation Management Review and Handover Procedure for Gx Coal Projects (240-66920003).Project Documentation Deliverable Requirement Specification (240-65459834).Technical Documentation Classification and Designation Standard (240-54179170)

The *Contractor* lists all project (soft copies and hard copies) for submittal on the transmittal with the following metadata fields, use *Employer's* transmittal template (240-71448626):

- Title of the document
- Document unique identification number
- Revision number
- Name of discipline
- Reason for issuing/submission
- Sender's details
- Sent date
- Recipient's details
- Date received
- Quantity of documentation referenced on the transmittal
- Number of copies
- Format/medium submitted (eg. paper, DVD, etc)

- Sender signature
- Recipient signature, once submitted, to acknowledged receipt.

#### Vi. Email Subject

Electronic copies shall be submitted to the Eskom Representative, Email subject; **Project Name\_Descipline\_Subject**. Electronic copies that are too large for email will be delivered on large file transfer protocol and/or hard drives to the Project Documentation Centre. A notification email, with the transmittal note attached, shall be sent to the *Eskom Representative*.

#### Vii. Documentation Requirements

All documents supplied by the *Contractor* are subject to approval by the *Employer*. For consistency, it is important that all documents used within the project follow the same layout, style and formatting as described in the Technical Documents and Records Management Work Instruction (240-76992014).

Documents such as QCP's, method statements and other documents impacting the work must be approved by the Employer at least 3 working days prior to commencement of the Works. Each revision of a document or drawing is accompanied with a list of the comments made by the *Employer*.

On the previous revision if applicable and the response/corrective action taken by the Contractor. Changes will be recorded in a revision table contained on each drawing/document. Documents and drawings indicate the *Employer's* drawing number as allocated by the *Employer*. The *Contractor* may have his own internal document or drawing number on the document or drawing, but where reference is made among documents or drawings, the *Employer's* number is used. The *Contractor* compiles a complete data book for all work done containing the following as a minimum applicable:

1. Scope of work
2. Approved "As required" drawings
3. Design calculations
4. Approved QCP/ITP
5. Inspection reports
6. As build drawings (isometric, P&ID's, weld maps, process flow diagrams, general arrangement drawings and equipment assembly drawings)
7. Weld summary that gives full traceability between weld maps, welding procedures used, NDT reports and the welder
8. NDT reports
9. Material summary that gives full traceability between components used, drawings and material certificates.
10. Weld procedures (WPS's and PQR's)
11. Welder qualifications
12. NDT procedures
13. NDT technician's qualifications
14. Operating philosophy
15. Parts catalogue
16. Maintenance manual
17. Storage, packing and transportation instructions.

### **3.5 Use of *Contractor's* design**

The completed design shall become property of the *Employer* after completion of the whole works. Completion of the whole works is 30 November 2026.

### **3.6 Design of Equipment**

The design, manufacturing, installation and commissioning of all components/equipment are to adhere to the *Employer's* standard.

### **3.7 Equipment required to be included in the works**

*Contractor* complies with providing

- I. All labour and machinery/equipment/scaffolding to conduct the works. This is compatible with the site conditions and constraints of the project. No other machinery/equipment is issued. Their own resources to secure security of machinery and equipment that may be stored on site. *Employer* is not liable to account for any costs related to damages or theft of machinery and equipment

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

Any alterations to the employer's designs and drawings shall be communicated officially to the *Project Manager* and the system engineer shall ensure that such changes are incorporated in the as-built drawings package.

## **4 Procurement**

### **4.1 People**

#### **4.1.1 Minimum requirements of people employed on the Site**

As required to complete the scope of work

#### **4.1.2 BBBEE and preferencing scheme**

The *contractor* shall ensure that it maintains the B-BBEE'S Level of contribution with which it was awarded the contract. Should the *contractor*, for any reason, including a change in Legislation, lose its status then it will be given 90 days to comply.

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

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

*[Insert the agreed ASGI-SA Compliance Schedule here]*

The *Contractor* shall keep accurate records and provide the *Project Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

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

## **4.2 Subcontracting**

### **4.2.1 Preferred subcontractors**

Not applicable to this contract.

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

Not applicable to this contract.

### **4.2.3 Limitations on subcontracting**

Not applicable to this contract.

### **4.2.4 Attendance on subcontractors**

Not applicable to this contract.

## **4.3 Plant and Materials**

### **4.3.1 Quality**

ISO 9001 and ISO 10007 Quality Management Systems to be adhered to

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

*Contractor* complies with providing

- i. All labour and machinery/equipment to conduct the works. This is compatible with the site conditions and constraints of the project. No other machinery/equipment is issued, by the *Employer* to the *Contractor*, except for scaffolding and crane.
- ii. Their own resources to secure security of machinery and equipment that may be stored on site. *Employer* is not liable to account for any costs related to damages or theft of machinery and equipment.
- iii. And if there be any equipment that the *Contractor* requires from the *Employer*, this should be clarified before the signing of the contract, also contractor will then have to inform the *Project Manager* a week prior as to when and how long the equipment will be needed.

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

*Contractor* procures transports, offloads and stores all plant and material to provide the works as per the Works Information of this contract.

### **4.3.4 Spares and consumables**

*Contractor* makes provision for what is needed to provide the *Works*

## **4.4 Tests and inspections before delivery**

*Contractor* does not bring to the Working Area those Plant and Materials which are to be tested or inspected before delivery. *Contractor* submits calibration certificates of equipment/machinery to the *Project Manager*, upon request.

## **4.5 Marking Plant and Materials outside the Working Areas**

*Contractor* marks Plant and Materials that are stored outside the designated working Area(s). Such storage spaces are clearly demarcated and include project/contract information and contract details of the *Project Manager*. The *Project Manager* approves of such storage areas.

*Contractor* provides their own resources to secure security of machinery and equipment that may be stored on site. *Employer* is not liable to account for any costs related to damages or theft of machinery and equipment.



#### **4.6 Contractor's Equipment (including temporary works).**

*Contractor* complies with providing

- i. All labour and machinery/equipment to conduct the works. This is compatible with the site conditions and constraints of the project. No other machinery/equipment is issued, by the *Employer* to the *Contractor*.
- ii. Their own resources to secure security of machinery and equipment that may be stored on site. *Employer* is not liable to account for any costs related to damages or theft of machinery and equipment.

#### **Employer's Site entry and security control, permits, and Site regulations**

As per Protective Services – access control system procedure HSPHO/020 which is available from the *Project manager*

#### **4.7 Cataloguing requirements by the Contractor**

Not applicable to this contract

### **5 Construction**

Hendrina Power Station is located within the Middleburg Magisterial District, approximately 35 km south-east of the town Middleburg and on the south-western border of the town Pullenshope. The power station is located south of the Optimum Colliery, which is the main supply of coal for the power station.

- I. Hendrina Road (N11) taking the Pullenshope turn off and continue about 8km, then there is a sign Hendrina Power Station and turn left to the security gate.
- II. Site coordinates: 26.0326°S, 29.5992°E

Compulsory induction is required before gaining access to *Employer's* site. Adherence to 'Life Saving rules' of *Employer's* and other requirements re explained during the induction and in addition these rules are also indicated on signage within the perimeter of the Station. The rules and regulations for site access and security measures are contained in HSPHO020 'Access Control-Protective Services'. The *Contractor* always adheres to this procedure.

Failure to adhere to any of the access, security or "Life Saving" rules at any times will result in the suspension of the permit for the relevant person and may also lead to criminal prosecution for the violation of safety rules and regulations.

#### **5.1 Temporary works, Site services & construction constraints**

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

The *Project Manager* gives access to the project site. All persons entering and leaving the Site will be subject to security checks including breathalyzer testing for alcohol levels. Persons failing the latter test will be denied entry to Site. No person may enter the Site without the necessary permits. All persons entering the Site for the first time shall attend a safety induction course, and to provide Police clearance. Copies of Site regulations shall be obtained by the *Contractor* and these regulations shall be made available to, and imposed on, all persons employed by the *Contractor* and on visitors accompanying the *Contractor* on site. All persons shall obey road signs and no entry passed safety barricades shall be condoned.

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

Working hours at *Employer* are 07:00-16:15 on Mondays to Thursdays and 07:00-12:00pm on Fridays. Collection and delivery of any plant or equipment would be within working hours.

During the execution of the *works*, Contractor keeps records of signed registers or time sheets of the *Contractor's* specific employees on site. *Contractor* keeps the records, and avail it to the *Project Manager* upon request

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

The *Contractor* works from 07:00 in the morning until 16:15 in the afternoon, unless prior arrangements are made with the *Project Manager*

#### **5.1.4 Health and safety facilities on Site**

The Medical Centre is used by all individuals on site for injuries and first aid related issues, however cost to perform Medical services is covered by the Contractor. The fire department is also available for fire and other related emergencies. Their respective contact details to be provided during induction. However, the Contractor must have their own medical facilities available and appointed safety supervisor

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

Not applicable for this contract

#### **5.1.6 Title to materials from demolition and excavation**

*Employer* has the title deeds to the waste accumulated from conducting the works. *Contractor* complies with the following waste disposal requirements:

- i. Ash debris/slurry is disposed at the ash dams.
- ii. Construction rubble is disposed at the landfill site.
- iii. Coal sediments is disposed at the designated dumping site at the ash dams
- iv. Hazardous waste is disposed at a permitted landfill. Contractor submits disposal certificate to *Project Manager* for approval.
- v. Waste management procedure HSPPIN/003 shall be followed during waste disposal.

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

Site access is granted by *Project Manager*. During contract period, *Contractor* works in parallel with other contractors.

The routing of all written communications is between the *Project Manager* and the *Contractor* only. Any agreement between the *Contractor* and any other person representing the *Employer* which has not been routed via the *Project Manager* is unacceptable and invalid.

*Contractor* takes charge of the work site and ensures no interference from other parties which may hinder the progress and completion of the works in the stipulated time frame

#### **5.1.8 Publicity and progress photographs**

No pictures of anything on site are taken by the *Contractor* without prior approval by the *Project Manager*

#### **5.1.9 Contractor's Equipment**

*Contractor* marks Plant and Materials which are stored outside the designated Working Area(s). Such storage spaces is clearly demarcated and include project/contract information and contract details of the *Project Manager*. *Project Manager* approves of such storage areas.

*Contractor* complies with providing

- i. All labour and machinery/equipment to conduct the works. This is compatible with the site conditions and constraints of the project. No other machinery/equipment is issued, by the Employer to the Contractor, except for scaffolding.
- ii. Their own resources to secure security of machinery and equipment that may be stored on site. Employer is not liable to account for any costs related to damages or theft of machinery and equipment.

Contractor keeps comprehensive records of the Contractor's equipment brought on and removed from site. Contractor complies with the Employer's site access procedures.

#### **5.1.10 Equipment provided by the Employer**

The *Contractor* provides all the equipment required

#### 5.1.11 Site services and facilities

Item	Date by which it will be provided
Safety file review	Before commencement of the project
Induction for Contractor's Employer's	Before commencement of the project
Permit to Work	At commencement of the project
Power supply at the site-establishment area	At commencement of the project
Ablution facilities	At commencement of the project
Waste disposal area	At commencement of the project

##### i. Electrical Power Supply

- Power is available at the existing points
- Contractor* provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.
- Contractor's* electrical distribution boards comply with OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought onto site has a Certificate of Compliance issued by an accredited person.
- Contractor's* electrical distribution boards re installed at the works on a time negotiated with the *Supervisor*, prior to the possession date.
- The *Employer connects* distribution boards to a 380V three-phase AC power supply, only after the *Contractor* has submitted the valid Certificate of Compliance. All *Contractor's* electrical distribution boards are unearthed to the steel structure of the plant.

Any additional electrical and lighting requirements around the work area shall be provided by the *Contractor*. The *Contractor* shall provide everything else necessary for providing the Works.

##### ii. Ablution Facilities

*Employer provides Contractor* access to identified existing toilet facilities when working within site boundaries.

##### iii. Medical Facilities

- Contractor* provides a First Aid service to his/her employees and *Subcontractors*. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities will be available.
- Employer recovers* the costs incurred, in the use of the above *Employer's* facilities from the *Contractor*.

##### iv. Site yard

- Employer provides* a site for the *Contractor's* yard at a location that is indicated to the *Contractor*. *Contractor* provides all the facilities required by him/her for such a site at their own cost (including fencing of area as per the requirements).
- Contractor* provides their own resources to secure security of machinery and equipment that may be stored on site. *Employer is* not liable to account for any costs related to damages or theft of machinery and equipment.
- Contractor* maintains the site to meet the requirements of the health and safety requirements as per the requirements of the *Project Manager*. *Contractor* restores the site to its original state i.e. clean rehabilitate the site. Inspection to be held and signed off by the *Supervisor*.

#### 5.1.12 Facilities provided by the Contractor

*Contractor* provides:

- All the necessary machinery/equipment and facilities to provide the *Works*. This includes machinery/equipment and facilities not issued by the *Employer*
- Their own resources to secure security of machinery and equipment that may be stored on site. *Employer* is not liable to account for any costs related to damages or theft of machinery and equipment.

*Contractor* keeps comprehensive records of the *Contractor's* equipment bought on and removed from site.  
*Contractor* complies with the *Employer's* site access procedures

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

Inspection with the owners of adjacent buildings and properties, before commencing with the works, are required that have the potential to damage surrounding buildings and property. *Contractor* inspects the work of Others to which he/she is required to connect but he/she inspects in the presence of Others.

#### **5.1.14 Survey control and setting out of the works**

*Contractor* provides all the necessary equipment and facilities to execute the works.

#### **5.1.15 Excavations and associated water control**

Not Applicable for this contract

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

Not Applicable for this contract

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

*Contractor* disposes waste as per waste management procedure [9.2]. Misuse of water is not tolerated. Usage of noisy machinery is tested by the Occupational Hygienist to assess if noise level is acceptable. *Contractor* suppresses dust by applying dust suppression in the form of watering and application of Dust-A- side.

#### **5.1.18 Sequences of construction or installation**

Refer to scope of work and drawings issued.

#### **5.1.19 Giving notice of work to be covered up**

*Contractor* notifies *Project Manager* within 3 days of works to be covered up

#### **5.1.20 Hook ups to existing works**

*Contractor* complies with working at heights requirements, of hook up heights above or below 2m during the execution of the works.

*Contractor* to provide their own PPE

### **5.2 Completion, testing, commissioning and correction of Defects**

#### **5.2.1 Work to be done by the Completion Date**

After completion of every task QIP assessment is adhered to by the *Contractor*. Completion of the works is certified after QIP assessment of every task:

- i. by both *Employer* and *Contractor*,
- ii. Approval by *Employer*, and authorization by *Employer* and *Contractor*

#### **5.2.2 Use of the works before Completion has been certified**

Take-over is after Completion through QIP assessment and authorization of every task, final approval and authorization of reports.

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

Information As per ECC core clause 40.2.

*Contractor* refers to Section 1, 2 and 3 of the issued Part C3.1 ECC3 *Employer's* Work Information

#### **5.2.4 Commissioning**

Contractor refers to Section 1, 2 and 3 of the issued Part C3.1 ECC3 Employer's Work Information

Take-over and/or commissioning is after Completion through QIP assessment and authorization of every task, final approval and authorization of reports

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

Contractor refers to Section 1, 2 and 3 of the issued Part C3.1 ECC3 Employer's Work Information.

After completion of every task QIP assessment is adhered to by the Contractor. Completion of the works is certified after QIP assessment of every task:

- i. By both Employer and Contractor,
- ii. Approval by Employer, and authorization by Employer and Contractor

#### **5.2.6 Take over procedures**

*Contractor* refers to Section 1, 2 and 3 of the issued Part C3.1 ECC3 Employer's Work Information.

Take-over and/or commissioning is after Completion through QIP assessment and authorization of every task, final approval and authorization of reports

#### **5.2.7 Access given by the Employer for correction of Defects**

*Contractor* submits defect correction method statement, programme, and QIP. *Project Manager* approves. *Project Manager* provides *Contractor* access to and use of a part of the works which has been taken over if needed to correct a Defect.

#### **5.2.8 Performance tests after Completion**

Contractor refers to Section 1, 2 and 3 of the issued Part C3.1 ECC3 *Employer's* Work Information.

After completion of every task QIP assessment is adhered to by the *Contractor*. Completion of the works is certified after QIP assessment of every task:

- i. By both *Employer* and *Contractor*,
- ii. Approval by *Employer*, and authorization by *Employer* and *Contractor*

#### **5.2.9 Training and technology transfer**

Not applicable for this contract

#### **5.2.10 Operational maintenance after Completion**

Not applicable for this contract

## **6 Plant and Materials standards and workmanship**

### **6.1 Investigation, survey and Site clearance**

The *contractor* surveys the working area for accessibility concerning the works to be done

### **6.2 Building works**

No building works will be required for this contract

### **6.3 Civil engineering and structural works**

All construction work to be done as per SANS 1200. These are not issued by the employer and it is assumed that the *Contractor* has its own copy, obtainable from Standards South Africa.

### **6.4 Electrical & mechanical engineering works**

Not applicable for this contract

### **6.5 Process control and IT works**

Not applicable for this contract

### **6.6 Other [as required]**

## 7 List of drawings

### 7.1 Drawings issued by the *Employer*

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

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title
0.15/BMH/CI/004	0	Distribution Chutes New Inspection Hole Position
0.15/BMH/CI/005	0	Distribution Chutes Inspection Doors – General Arrangement
0.15/BMH/CI/006	0	Coal Plant Conveyor 10,11,14 & 15 (A&B) Loading Chutes Additional Diverters General Arrgt.

### C3.2 CONTRACTOR'S WORKS INFORMATION

This section of the Works Information will always be contract specific depending on the nature of the *works*. It is most likely to be required for design and construct contracts where the tendering contractor will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the *Employer* prior to award of contract now become obligations of the *Contractor* per core clause 20.1.

Typical sub headings could be

- a) *Contractor's* design
- b) Plant and Materials specifications and schedules
- c) Other

This section could also be compiled as a separate file.

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**PART 4: SITE INFORMATION**

Document reference	Title	No of pages
C4	This cover page	1
	Site Information	7
	Total number of pages	8

## **PART 4: SITE INFORMATION**

### **1. General description**

#### **1.1 Site location and Security**

The Site is Hendrina Power Station which is located approximately 35km from Middelburg N4/N11 offramp along the Middelburg – Hendrina road (N11). Taking the Pullenshoep turn-off, about 23 km south from N4/N11 offramp, and continue about 8km you will get to a sign Hendrina Power Station & turn left to the security gates. Access to the site will be via the main security gate only.

The *Employer* will inform the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.

The *Contractor* to allow in his price and program for delays at the security gate. The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes but is not limited to briefcases and toolboxes.

All *Contractor* employees to provide proof clearance before access permits are issued.

#### **1.2 Access limitations**

**Normal working hours are Eskom working hours:**

Monday to Thursday 07:00 - 16:15

Fridays 07:00 - 12:00

All Timesheets and workers register are to be kept for records purposes i.e. man-hours worked safely etc.

Daily time sheet must be kept up to date of normal and overtime worked at all times.

#### **1.3 Temporary Gate Permits**

The *Contractor* provides the *Employer* with the personal details of their staff at least two days prior to the occupation date. All names and details to be submitted to the *Employer* who arranges for all gate permits.

#### **1.4 Occupational Health and Safety Induction Course**

All the employees of the *Contractor* must attend a health and safety induction course provided by the *Employer* at the security offices before they will be allowed to work on the Site. It is the responsibility of the *Contractor* to ensure that all employees have attended the health and safety induction.

The Induction course includes an awareness on the Error prevention and Improvement tools and techniques to ensure familiarisation and use of these error-prevention tools/techniques inclusive of, Pre and Post-job briefs, Risk Assessments, Self-checks (STAR principle), Peer Checks, Job observations, Accountability, Effective communications e.g. 3- way, Questioning attitude, Procedural adherence, Hand overs and other.

A list of employees requiring safety induction must be submitted at least 2 days in advance arrival so that the details of the safety and health induction course can be communicated.

#### **1.5 Health and Safety Requirements**

The *Contractor* and his sub-*Contractors* ensure at all times compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority. The *Contractor* acts in accordance with the health and safety requirements stated in the *Works* Information.

In carrying out its obligations to the *Employer* in terms of this contract; in providing the *Works*; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub-*Contractors* and mandataries with:

the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and the Eskom "Health, Safety and Environmental specifications for *Contractors*" document attached to the *Works* Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the *Works* and are provided in writing to the *Contractor* (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the *Contractor*. The *Contractor* complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and the health and safety plan prepared by the *Contractor* in accordance with the SHEQ Requirements \_\_\_\_\_

(The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)

The *Contractor*, at all times, considers itself to be the "*Employer*" for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Sub- *Contractors* and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the *Works* in accordance with the SHEQ Requirements.

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

The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.

The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall, on request: supply the Eskom Safety Officer with copies of minutes of all Health And Safety Committee meetings, whenever he is required to do so; supply the Eskom 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 Eskom Safety Officer of any changes thereto.

The *Employer*, or any person appointed by the *Employer*, may, at any stage during the duration of this contract:  
conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*; refuse any employee, Sub *Contractor* or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;  
Issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.  
The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the *Works* or on the Site to the *Employer's Representative*.

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* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the *Works* to ensure compliance by it and all employees, agents, Sub-*Contractors* or mandataries with the SHEQ Requirements while providing the *Works* in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.

The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or Sub-*Contractors*, to the extent permitted by the OHSA.

The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the *Employer* and/or suffered or incurred by the *Employer*(as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandataries to comply with their obligations in terms of clause 16, and/or the failure of the *Employer* to procure the compliance by the *Contractor* , its employees, agents, Sub-*Contractors* and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA. In carrying out his obligation as the mandatory to the *Employer* for this contract in terms of the National Environmental Management Act No.107 of 1998, the *Contractor* ensures that he complies with the Act when Providing the Services or using plant, materials or equipment.

The following hierarchy of controls has to be observed on any activity that is above ground level:

When considering work at height, a risk assessment must be conducted, form part of the health and safety plan to be applied on site and must include:

The identification of the risks and hazards to which persons may be exposed to.

An analysis and evaluation of the risks and hazards identified based on a documented method.

A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.

Have a monitoring and a review plan in place.

When working at height, risk assessments shall take into account factors such as, the necessity for the work to be done in an elevated position as opposed to on the ground and precaution measures to be taken to mitigate incidents.

Any lesson occurred from working at heights must be reported and shared among the team.

## 1.6 Permit to Work System

NO work shall be carried out without a "PERMIT TO WORK"

The *Contractor's* Responsible Person must satisfy himself that all sources of possible danger are isolated. Details of the Permit to Work system can be found in the Plant Safety Regulations for Hendrina Power Station, Eskom. The *Contractor* must also make provision for sufficient Authorise Supervisor(s) depending on the contractual obligations. The Authorised Supervisor will need to undergo a week's training, which will be arranged at a suitable Eskom facility. This person must also pass an exam to verify his understanding of the procedure, after which he/she will need to be interviewed by a panel to discuss the practical understanding of being appointed as an Authorised Supervisor.

Plant with a prohibitive sign attached may only be operated by appointed Eskom personnel. Any *Contractor* employee found tampering with such plant will be permanently removed from Site.

## 1.7 Transportation of passengers: open LDV's:

No *Eskom employee* or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of *Eskom* and *Contractor* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate
- Seating, fitted with safety belt for the number of passengers to be transported.
- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of all vehicles
- The above must apply to on site and off site transportation of passengers.

## 1.8 Eskom Life Saving Rules:

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 1000 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.

## 1.9 Local Safety Procedures

The *Contractor* adheres to all local procedures. A list of local procedures is available on request from the *Employer*.

## 1.10 Incidents / Accidents

Incidents and accidents must be reported and investigated as detailed in OHS Incident Management Procedure 32-95. All incidents must also be reported to the *Employer* within 24 hours.

First aid must be made available either by the *Contractor* or use can be made of the Hendrina medical centre. The availability of the *Contractor's* own first aid does not relieve the *Contractor* of his obligation to report and investigate the incident in accordance with Hendrina Procedure.

The *Employer* will accompany the *Contractor* to hospital in the case of serious injury.

### 1.11 Fire Prevention

Fire prevention and protection requirements to which *Contractors* must comply are detailed in HSPHO/059 Emergency Response Procedure

### 1.12 Protective Equipment and Clothing

The *Contractor* supplies his own personal protective equipment necessary to carry out the *Works* and the *Contractor* shall ensure that all overalls for his staff have clearly identifying **company LOGO's**

The *Contractor* is also responsible to inspect and maintain such equipment as required in terms of the OHS Act and local procedures

### 1.13 Inspection of Equipment

The *Contractor's* equipment is inspected by an authorised Eskom employee on arrival at the site.

The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.

Lifting equipment and electrical equipment must be marked with a unique number, code or colour code for identification. If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment then it will not be approved for use on Site. A list of all lifting equipment and electrical equipment must be submitted to the *Employer* at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment. Training requirements must comply with the *Works* Information and statutory requirements.

### 1.14 Environmental Policy and Waste Handling

The *Contractor* shall submit an Environmental Management Plan (EMP) to be reviewed and approved by Eskom environmental officer, one week before the commencement of *Works* if required as per the *Works* Information.

### 1.15 Disposal of Waste

Waste shall be removed promptly to the designated disposal area as per below requirements:

- Domestic waste to the bins marked Domestic waste
- No stockpiling will be permitted
- Production waste in the marked bins
- Paper in its recycling bin
- Contact the *Project Manager* for the disposal of building rubble. Scrap metal, Wood & Rubber, Redundant Valves, Pipes, and Equipment etc. to be placed in the marked bins scrap bins.

### 1.16 Hazardous Waste Disposal and Handling

Any new hazardous waste that comes to the temporary hazardous waste site must be accompanied by an SDS; all other hazardous waste can be delivered without the SDS.

An inventory is signed by the person who delivers the hazardous waste and the waste coordinator must acknowledge the receipt of the waste.

A 210l drum with lid will be issued to the person who has delivered the waste after the inventory is signed. Drums with incorrect colour coding or drums without lids will not be accepted at the temporary hazardous waste site.

### 1.17 Additional Information

Contractors are accountable for taking all the necessary steps to protect all persons (including employees, visitors, and the general public), to protect the environment and property against any harm during the course of performing work or services in relation to their contractual obligations. In addition, all work procedures and equipment will be carried out in accordance with Eskom and legislative requirements.

*Eskom's contractors* have the fundamental accountability and responsibility for executing on-site safety, health, and environment issues for their activities, services, products, and work. Each *Contractor* is responsible for ensuring that its employees and the employees of any appointed *contractors* comply with all occupational safety, health, and environmental (SHE) statutory requirements and the policies and procedures of Eskom Holdings SOC Limited.

This procedure is supplementary to the requirements of relevant legislation and the conditions of the contract.

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

There are several buildings that exist inside the premises as well as different types of vehicles, therefore the *Contractor* needs to be observant and adhere to all traffic rules. The existing structures or buildings within the vicinity of the area where the works will take place are:

- Conveyor Belts and Systems.
- Moving Tripper Car
- Boiler Bunker Structures.
- A switchgear room.
- Electrical cabling on the ground floor.
- Building consisting of employee's offices and workshop.
- Coal fines that result from the spillages from the belts.

## 3. Subsoil information

Not applicable to this contract.

## 4. Hidden services

Live electrical cables can be detected within the vicinity; therefore, cable detection is required prior to any Trenching.

The *Contractor* adheres to health and safety requirements as per the requirements of the *Project Manager*. The *Contractor* restores the site to its original state i.e., clean and no rubble. Inspection will be held by the *Project Manager* and signed off.

## 5. Other reports and publicly available information Wind

The prevailing wind direction is not included on the site information. Record to be provided when required.

## Ground conditions in areas affected by work in this contract Rainfall

2021 Rainfall

Month	Average Rainfall [mm]
January	Refer to weather bureau
February	Refer to weather bureau
March	Refer to weather bureau
April	Refer to weather bureau
May	Refer to weather bureau
June	Refer to weather bureau
July	Refer to weather bureau
August	Refer to weather bureau
September	Refer to weather bureau
October	Refer to weather bureau

November	Refer to weather bureau
December	Refer to weather bureau
Total for the Year	Refer to weather bureau

Table 2: Average Monthly Rainfall Figures

### Relative Humidity

A relative Humidity figure for the Hendrina varies between 40 to 60%. The records are not available and would have to be measured on site if required for site specific.