



NEC3 Engineering and Construction

# Short Contract (ECSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and

for WTP Membrane Replacement

|                                                      |                                                                                                            |                 |
|------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-----------------|
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Documentation prepared by: Mpume Mthethwa

## C1 Agreements & Contract Data

### C1.1 Form of Offer and Acceptance

#### Offer

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

#### Title of the Contract

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

|                                                     |          |
|-----------------------------------------------------|----------|
| The offered total of the Prices exclusive of VAT is | <b>R</b> |
| Value Added Tax @ 15% is                            | <b>R</b> |
| The offered total of the Prices inclusive of VAT is | <b>R</b> |
| (in words) [•]                                      |          |

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

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 tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

## Schedule of Deviations

Note:

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

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

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

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

### For the tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

Name &  
signature  
of witness

Date

**Power Station Manager: Kusile**

*(Insert name and address of organisation)*

**Eskom Holdings SOC Ltd, Megawatt  
Park, Maxwell Drive, Sandton,  
Johannesburg, 2199**

Christopher Nani

General Manager  
Kusile Power Station (Acting)  
Eskom Holdings SOC Limited  
Kusile Power Station  
R545 Kendal/Balmoral Rd  
Haartebeesfontein Farm  
Witbank

## C1.2 Contract Data

### Data provided by the *Employer*

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

1. Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract (April 2013) (ECSC3)<sup>1</sup> before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used "[•]" - data is required to be inserted.]

Completion of the data in full is essential to create a complete contract.

| Clause         | Statement                                                                                                                              | Data                                                                                                                                                    |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General</b> |                                                                                                                                        |                                                                                                                                                         |
| 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 & 14.4    | The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions <sup>2</sup> is (Name): | <b>Wenziwe Mathebula</b>                                                                                                                                |
|                | Address                                                                                                                                | <b>Kusile Power Station, R545 Balmoral/Kendal Road, Haartebeesfontein Farm, Witbank</b>                                                                 |
|                | Tel No.                                                                                                                                | <b>017 799 3119</b>                                                                                                                                     |
|                | Fax No.                                                                                                                                | <b>N/A</b>                                                                                                                                              |
|                | E-mail address                                                                                                                         | <b><a href="mailto:Mathebwc@eskom.co.za">Mathebwc@eskom.co.za</a></b>                                                                                   |
| 11.2(11)       | The <i>works</i> are                                                                                                                   | <b>Supply Deliver and Install WTP Membrane</b>                                                                                                          |
| 11.2(13)       | The Works Information is in                                                                                                            | <b>the document called 'Works Information' in Part 3 of this contract.</b>                                                                              |
| 11.2(12)       | The Site Information is in                                                                                                             | <b>the document called 'Site Information' in Part 4 of this contract.</b>                                                                               |
| 11.2(12)       | The <i>site</i> is                                                                                                                     | <b>Kusile Power Station</b>                                                                                                                             |
| 30.1           | The <i>starting date</i> is.                                                                                                           | <b>Contract signature date</b>                                                                                                                          |
| 11.2(2)        | The <i>completion date</i> is.                                                                                                         | <b>TBC</b>                                                                                                                                              |
| 13.2           | The <i>period for reply</i> is                                                                                                         | <b>1 weeks</b>                                                                                                                                          |
| 40             | The <i>defects date</i> is                                                                                                             | <b>52 weeks after Completion of the whole of the works.</b>                                                                                             |
| 41.3           | The <i>defect correction period</i> is                                                                                                 | <b>10 days after being notified</b>                                                                                                                     |

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

<sup>2</sup> Except those actions which can only be done by the *Employer* as a Party to the contract.

|         |                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 50.1    | The <i>assessment day</i> is the                                                                                                | between the 25 day of each successive month.                                                                                                                                                                                                                                                                                                                                                                 |
| 50.5    | The <i>delay damages</i> are                                                                                                    | R 5000 per day                                                                                                                                                                                                                                                                                                                                                                                               |
| 50.6    | The retention is                                                                                                                | 10%                                                                                                                                                                                                                                                                                                                                                                                                          |
| 51.2    | The interest rate on late payment is                                                                                            | N/A                                                                                                                                                                                                                                                                                                                                                                                                          |
| 80.1    | The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of | the amount of the deductibles relevant to the event                                                                                                                                                                                                                                                                                                                                                          |
|         | Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?                                         | No                                                                                                                                                                                                                                                                                                                                                                                                           |
| 93.1    | 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). |
|         | Address                                                                                                                         | [•]                                                                                                                                                                                                                                                                                                                                                                                                          |
|         | Tel No.                                                                                                                         | [•]                                                                                                                                                                                                                                                                                                                                                                                                          |
|         | Fax No.                                                                                                                         | [•]                                                                                                                                                                                                                                                                                                                                                                                                          |
|         | e-mail                                                                                                                          | [•]                                                                                                                                                                                                                                                                                                                                                                                                          |
| 93.2(2) | 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                                                                                                                                                                           |
| 93.4    | The <i>tribunal</i> is:                                                                                                         | arbitration.                                                                                                                                                                                                                                                                                                                                                                                                 |
|         | The <i>arbitration procedure</i> is                                                                                             | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.                                                                                                                                                                                                                                                             |
|         | The place where arbitration is to be held is                                                                                    | [•] South Africa                                                                                                                                                                                                                                                                                                                                                                                             |
|         | The person or organisation who will choose an arbitrator                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                              |
|         | - if the Parties cannot agree a choice or                                                                                       | the Chairman for the time being or his nominee                                                                                                                                                                                                                                                                                                                                                               |
|         | - if the arbitration procedure does not state who selects an arbitrator, is                                                     | of the Association of Arbitrators (Southern Africa) or its successor body.                                                                                                                                                                                                                                                                                                                                   |

**The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013)<sup>34</sup> and the following additional conditions Z1 to Z11 which always apply:**

<sup>3</sup> If June 2005 Edition applies, delete April 2013 and insert June 2005

<sup>4</sup> State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

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

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

**Z3 Confidentiality**

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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.
- Z3.4 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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z4 Waiver and estoppel: Add to clause 12.2:**

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

**Z5 Health, safety and the environment**

- Z5.1 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.
- Z5.2 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.

**Z6 Provision of a Tax Invoice and interest. Add to clause 50**

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.
- Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* 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.

**Z7 Notifying compensation events**

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

**Z8 *Employer's* limitation of liability; Add to clause 80.1**

- Z8.1 The *Employer* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

**Z9 Termination: Add to clause 90.2, after the words "or its equivalent":**

Z9.1 or had a business rescue order granted against it.

## **Z10 Addition to Clause 50.5**

Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Works.

If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

## **Z11 Ethics**

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

**Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subconsultants 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 Subcontractors or the Subcontractor's employees,

**Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

**Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

**Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

**Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

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

## Z12 Insurance

### Z \_12.1 Replace core clause 82 with the following:

#### Insurance cover 82

- 82.1 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.
- 82.2 The *Contractor* provides the insurances stated in the Insurance Table A, from the *starting date* until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

| Insurance against                                                                                                                                                                                                                                                                                  | Minimum amount of cover or minimum limit of indemnity                                                                                                                                                                                                                                         | Cover provided until                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Loss of or damage to the works                                                                                                                                                                                                                                                                     | <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>                                                                                         | The <i>Employer's</i> certificate of Completion has been issued |
| Loss of or damage to Equipment, Plant and Materials                                                                                                                                                                                                                                                | <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>                                                                                         | The Defects Certificate has been issued                         |
| The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works | <p><b><u>Loss of or damage to property</u></b><br/><b><u>Employer's property</u></b></p> <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date where covered by the <i>Employer's</i> insurance</p> |                                                                 |

|                                                                                                                                                                     |                                                                                                                                                |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--|
|                                                                                                                                                                     | <u>Other property</u><br>The replacement cost<br><br><u>Bodily injury to or death of a person</u><br>The amount required by the 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                                                                                                      |  |

82.3 The *Employer* provides the insurances as 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                      |

### **Z13 Nuclear Liability**

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

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

- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z14 Asbestos**

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

|                              |                                                                                                                                                                                                                                                                                                              |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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.                                                                                                    |

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

millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are 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 Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

### Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>5</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 page 31 of the ECSC3 April 2013 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

|          |                                                                                            |                                                              |
|----------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 10.1     | The <i>Contractor</i> is (Name):                                                           | [•]                                                          |
|          | Address                                                                                    | [•]                                                          |
|          | Tel No.                                                                                    | [•]                                                          |
|          | Fax No.                                                                                    | [•]                                                          |
|          | E-mail address                                                                             | [•]                                                          |
| 63.2     | The percentage for overheads and profit added to the Defined Cost for people is            | [•]%                                                         |
| 63.2     | The percentage for overheads and profit added to other Defined Cost is                     | [•]%                                                         |
| 11.2(9)  | The Price List is in                                                                       | the document called 'Price List' in Part 2 of this contract. |
| 11.2(10) | The offered total of the Prices is<br>[Enter the total of the Prices from the Price List]: | R[•]<br>excluding VAT<br>[in words]<br>[•]<br>excluding VAT  |

<sup>5</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

## C2 Pricing Data

### C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

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

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

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

| BILL OF QUANTITIES                                                                       |                                                                                                                                           |                                                                                                                                                                                                                                                                                                                              |          |           |          |      |           |
|------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|----------|------|-----------|
| Supply & Delivery of Membrane for Water Treatment Plant On An As and When Required Basis |                                                                                                                                           | at Kusile Power Station                                                                                                                                                                                                                                                                                                      |          |           |          |      |           |
| Material No                                                                              | Component                                                                                                                                 | Full Description                                                                                                                                                                                                                                                                                                             | Unit     | Lead Time | Quantity | Rate | Amount    |
| N/A                                                                                      | N/A                                                                                                                                       | Safety File                                                                                                                                                                                                                                                                                                                  | Once Off |           | 1        |      |           |
| 0644958                                                                                  | Primary Gas Transfer Membrane (GTM) Membranes                                                                                             | Filter, Fluid: Type: Gas Transfer Membrane; Filtering Media: Water; Material: Polypropylene; Filtering Element Quantity: 1; Design Type: Cyl; Model No: G533RP; X50 Fibre; Micron In/Out: 220/300µ; Dimensions: Dia 356mm x Lg 1.156m; 14x28 Liqui-Cel Membrane Contactor; Source Document Reference: SMC-0114-12-9024       | No       | 70 Weeks  | 24       |      |           |
| 0644959                                                                                  | Secondary Gas Transfer Membrane (GTM) Membranes                                                                                           | Filter, Fluid: Type: Gas Transfer Membrane; Filtering Media: Denim Water; Material: Polypropylene; Filtering Element Quantity: 1; Design Type: Cyl; Model No: G531RP; X40 Fibre; Micron In/Out: 200/300µ; Dimensions: Dia 356mm x Lg 1.156m; 14x28 Liqui-Cel Membrane Contactor; Source Document Reference: SMC-0114-12-9024 | No       | 70 Weeks  | 90       |      |           |
|                                                                                          | Ultra Filtration (UF) Membranes Module & its accessories                                                                                  | Module type: ZW500D13-2, Module dimension (H x W x D) mm 2 198 x 844 x 49, Pore properties non-ionic and hydrophilic, Nominal surface area 40.9m², fiber diameter (outside/inside) 1.9mm/0.8mm, Flow path outside-in                                                                                                         | No       | 78 Weeks  | 768      |      |           |
| KIT                                                                                      | ZW500D_V2.3-V2.9.0.6.1.64/60 DW13                                                                                                         |                                                                                                                                                                                                                                                                                                                              | No       | 78 Weeks  | 12       |      |           |
|                                                                                          | ASSY-AERTR_TUBE.PARTL_ZW500D.LF.LEFT                                                                                                      |                                                                                                                                                                                                                                                                                                                              | No       | 78 Weeks  | 12       |      |           |
|                                                                                          | ZW500D, Blank,400                                                                                                                         | This blank header kit is used when removing a module temporarily from service or when no module is installed. Kit includes top and bottom headers and the 4 required o-rings                                                                                                                                                 | No       | 78 Weeks  | 12       |      |           |
|                                                                                          | GTM Advisory and Supervision of installation - (Min 10 Days and Max 15 Days)                                                              | NB: Detailed Price breakdown will be required                                                                                                                                                                                                                                                                                | Sum      |           | 1        |      |           |
|                                                                                          | GTM Process Assessment, QCP, Re-commissioning and Training                                                                                | NB: Detailed Price breakdown will be required                                                                                                                                                                                                                                                                                | Sum      |           | 1        |      |           |
|                                                                                          | GTM Integrity Testing and Documentation Report                                                                                            | NB: Detailed Price breakdown will be required                                                                                                                                                                                                                                                                                | Sum      |           | 1        |      |           |
|                                                                                          | UF Advisory, Supervision of installation - (Min 10 Days and Max 15 Days)                                                                  | NB: Detailed Price breakdown will be required                                                                                                                                                                                                                                                                                | Sum      |           | 1        |      |           |
|                                                                                          | UF Process Assessment, QCP, Re-commissioning and Training                                                                                 | NB: Detailed Price breakdown will be required                                                                                                                                                                                                                                                                                | Sum      |           | 1        |      |           |
|                                                                                          | UF Integrity Testing and Documentation Report                                                                                             | NB: Detailed Price breakdown will be required                                                                                                                                                                                                                                                                                | Sum      |           | 1        |      |           |
|                                                                                          | UF Modules storage at Kusile Power Station and insurance, Min of 2 Months and Max of 12 Months in a temperature controlled container/area |                                                                                                                                                                                                                                                                                                                              | Months   |           | 12       |      |           |
| Transport/On site                                                                        | Air-freight import to RSA including local transport to Eskom (Kusile Power Station). Transit time approximately 21 days                   | NB: Detailed Price breakdown will be required                                                                                                                                                                                                                                                                                | Sum      |           | 1        |      | Rand Only |
|                                                                                          | Sea-freight import to RSA including local transport to Eskom (Kusile Power Station). Transit time approximately 90 days                   | NB: Detailed Price breakdown will be required                                                                                                                                                                                                                                                                                | Sum      |           | 1        |      |           |
| TOTAL COST (Excl VAT)                                                                    |                                                                                                                                           |                                                                                                                                                                                                                                                                                                                              |          |           |          |      |           |

## C3: Scope of Work

### Scope

This document covers the requirements for the procurement and delivery of membranes for the UF module, GTM system, storage and refurbishment of the existing cassette.

### Purpose

The purpose of this document is to outline the Scope of Work (SOW) and technical specification for the Kusile Power Station WTP membrane replacement.

### Applicability

This document applies to all stakeholders involved in the Kusile Power Station project.

### Effective date

This document will be effective from the date of its authorisation.

### Normative/Informative References

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

#### Normative

ISO 9001 Quality Management System  
Occupational Health and Safety Act No. 85 of 1993  
32-727-Eskom Safety, Health, Environment and Quality (SHEQ) Policy

#### Informative

240-86973501 - Engineering Drawing Standard

### Definitions

#### Disclosure Classification

**Controlled Disclosure:** Controlled Disclosure to external parties (either enforced by law, or discretionary).

### Contractor

Service provider contracted to provide a specific service to Eskom, Kusile Power Station.

### Employer

Eskom, Eskom Kusile Power Station or representative

### Abbreviations

| Abbreviation | Explanation                       |
|--------------|-----------------------------------|
| EMP          | Environmental Management Plan     |
| OEM          | Original Equipment Manufacturer   |
| UF           | Ultra-Filtration                  |
| GTM          | Gas Transfer Membrane             |
| WTP          | Water Treatment Plant             |
| MMD          | Mechanical Maintenance Department |
| QCP          | Quality Control Procedure         |

### Roles and Responsibilities

#### Contractor

- Executes the defined scope according to contractual agreements
- Submits all relevant and necessary documentation requested by the Employer once works are completed

#### Employer

- Review and approves the delivered item

### Process for Monitoring

This works will be monitored through the approved QCP and ITP.

### Related/Supporting Documents

None.

### SCOPE OF WORKS

This document provides the requirements and specifications relating to the procurement of membranes for WTP at Kusile power station by the *Contractor*. These requirements are outlined to ensure the correct membrane are procured and delivered to Kusile power station without delays.

### WTP membrane replacement

#### Procurement and delivery

The following membrane must be procured and delivered to Kusile.

| Quantity | Material Number | Component                             | Description                                                                                                                                                                                                                                                                                                                  |
|----------|-----------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 24       | 644958          | Primary GTM Membranes                 | FILTER, FLUID: TYPE: GAS TRANSFER MEMBRANE; FILTERING MEDIA: WATER; MATERIAL: POLYPROPYLENE; FILTERING ELEMENT QUANTITY: 1; DESIGN TYPE: CYL; MODEL NO: G533RP; X50 FIBRE; MICRON IN/OUT: 220/300U; DIMENSIONS: DIA 356MM X LG 1.156M; 14X28 LIQUI-CEL MEMBRANE CONTATOR; SOURCE DOCUMENT REFERENCE: SMC-0114-12-9024        |
| 90       | 644959          | Second GTM Membranes                  | FILTER, FLUID: TYPE: GAS TRANSFER MEMBRANE; FILTERING MEDIA: DEMIN WATER; MATERIAL: POLYPROPYLENE; FILTERING ELEMENT QUANTITY: 1; DESIGN TYPE: CYL; MODEL NO: G531RP; X40 FIBRE; MICRON IN/OUT: 200/300U; DIMENSIONS: DIA 356MM X LG 1.156M; 14X28 LIQUI-CEL MEMBRANE CONTATOR; SOURCE DOCUMENT REFERENCE: SMC-0114-12-9024; |
| 768      |                 | UF Membranes module & its accessories | Module type: ZW500D13-2, Module dimension (H X W X D) mm 2 198 x 844 x 49, Pore size 0,04 µ, Fibre material PVDF, Surface properties non-ionic and hydrophilic, Nominal surface area 40,9 m², Fiber diameter (outside/inside) 1.9 mm/0.8 mm<br>Flow path Outside-in                                                          |

The membranes/spares and components will be supplied to the “goods received” section of the Kusile main store where it will be received by the material management section. The spares will be delivered with all of the required data books and certificates, where required.

Kusile Stores Working Times: Monday – Thursdays: 07h00 – 16h15  
Fridays:  
07H00 – 12h00

Only once the spares have passed the Quality control checks and are booked into the system can payment be effected.

The Spares must be the same in all respects when compared to the original equipment, supplied to Eskom by OEM under contract. This includes all aspects such as design, materials and material specifications, manufacturing, including manufacturing processes and acceptance testing. Where spares offered deviate from the original in any respect, it should be indicated to the *Employer*.

It is the *Contractor's* responsibility to ensure that correct spares are delivered. If the incorrect spares are delivered, the spares will have to be replaced with the correct spares at the *Contractor* cost, this includes transport and delivery. The Delivery and Transport Costs (including off-loading items) must be included in the quotation.

***The following packaging requirements should be adhered to:***

- a) The Goods are to be packaged in such a manner that it can be transported and stored for an extended period of time without resulting in damage to the goods.
- b) This includes damage due to moisture ingress, corrosion, vibration from the power station etc.
- c) Where lifting gear is utilised to move the goods, the packaging should allow the lifting operation and ensure that the goods are not damaged in any way during the process.
- d) It will also not be necessary to open packaging for any lifting or transport operation.
- e) Where eyebolts are fitted to move the goods, these eyebolts should be fitted such a way that they can be easily removed and replaced with the Purchaser's eyebolts, ensuring that the packaging stays intact.
- f) The different spares types are to be packaged separately in such a way that each type can be stored separately.
- g) Packaging and labelling of spares should ensure that the spare can be identified without opening the packaging.
- h) Where possible the packaging should ensure that parts can be positively identified through the packaging. Where this is not possible, the packaging should allow opening and closing of the packaging and still maintain the packaging integrity afterwards.
- i) Delivery packaging to have the following detail on it as a minimum (removable adhesive sticker if possible):
  - Order number,
  - A short description of component
  - The stock number
  - Manufacturing date, where possible

**Storage**

- The New modules (preserved with glycerine solution, bagged and factory- sealed) UF membrane module might need to be stored for a period of 6 to 12 months.
- UF Membrane modules to be stored and preserved in the right conditions as recommended by the Original Equipment Manufacturer (OEM)
- To be stored in a reputable place/warehouse that has insurance, imply that should anything happen to the stored membrane, they will replace them
- Membrane to be made available on demand from the employer

**Discard old membrane.**

Both old/used GTM and UF membrane module accessories that are not in usable condition are to be discarded off as general waste, environmental standard to be followed.

**Installation**

- Installation of the GTM membranes will be done by the Kusile Water Treatment Plant mechanical maintenance team (MMD). MMD will be required to compile a Quality Check Procedure (QCP) for the execution of the works.

**Refurbishment and commissioning**

The existing cassette ZW500D64/60 must be refurbished using the new module that will be procured. The existing aerator tubes and permeate saddle and collector must be replaced with new ones. After the refurbishment is done the system must be fully commissioned.

**Assessment**

Full assessment must be done on one cassette per train by the OEM on the current existing system and give a fully detailed report with recommendation on the items that require replacement.

Record the following information for each cassette assessed/inspected:

- Site name.
- Inspector's name.
- Inspection date.
- Train number.
- Cassette position.
- Cassette serial number.

**Test**

Analyse the remaining life span of the old module that were removed from the existing system.

### **Training**

Training on the installation, commissioning, and repairs of the UF membrane module shall be conducted, this include on-job and classroom training the targeted audiences will be:

- Maintenance
- Engineering
- Commissioning

The *contractor* shall provide Training, commissioning, and maintenance manuals, which shall be reviewed by the employer before training can commence.

### **Quality Control Procedures**

The Contractor must compile the Quality Control Procedures (QCP) and Inspection Test Plans (ITP) and submit to the *Employer* for review.

The following must be developed and approved by Engineering before the refurbishment works can begin.

- Quality Control Plan (QCP).
- Inspection Test Plan (ITP) for the UF module and GTM.
- Method statement for refurbishment.
- Commissioning procedure.
- Check sheet to be used for all activities.

Eskom is ISO 9001:2015 certified, it is therefore important that the contractor complies with the requirements of ISO 9001:2015 quality standard.

### **1.1 Management Strategy and Start Up**

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

##### **Operational Hours**

The *Contractor* notes that the normal station operating hours are as follows:

07:00 – 16:15 (Monday – Thursday)

07:00 – 12:00 (Fridays)

The *Contractor* makes time allowance to perform *service* after-hours for scheduled work not to interfere with station operations.

#### **Contractor's Programme**

The *Contractor* provides programmes or schedules for his inspection and refurbishment activities. The programme shall outline the sequence in which the *Contractor* proposes to conduct his operations. The programmes provide clear, concise and consolidated activities for his work plans. The *Contractor's* programme incorporates the programmes of all his *Subcontractors*, if any. The interface points between his *Sub-contractor's* works and that of the main Contractor are clearly defined. The *Employer* approves the *Contractor's* programme prior commencement of work activities.

#### **Management meetings**

The Employer and the *Contractor* meet as and when required to report on the overall progress of work activities and as a minimum, the following is addressed:

- Actual progress achieved on project activities.
- Management of delays encountered.
- Key issues and risks of concern and mitigation actions

Management Meetings will be held on an as and when required basis between the Service Manager and the *Contractor*.

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

The *Contractor* submits to the Service Manager an organisational structure of key personnel of the main *Contractor* and his *Subcontractors*. In the case of an association/joint venture/consortium, it should be indicated how the duties and responsibilities are to be shared. If the *Contractor* intends on making use of the services of a *Subcontractor* for sections of the scope, the delegation of duties and responsibilities should be clearly indicated.

### **Environmental Requirements**

- a) The *contractor* must identify all aspect and impact related to the scope of work and put measures in place to minimise/prevent environmental contamination.
- b) All waste including scrap materials to be disposed in allocated bins onsite.

- c) In terms of Sec 28 of National Environmental Management Act 107 of 1998: Every person who causes has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing, or recurring.
- d) If any incident occurs, it must be reported to the Environmental Department immediately or within 24 hours of occurrence.

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

- a) The *Contractor* shall have a documented environmental management system relating to the scope activities.
- b) The *Contractor* shall prepare an environmental management plan (EMP) relating to the scope activities. The EMP must include all aspects and impacts relating to the *Service* to be carried out.
- c) The *Contractor* shall comply with the Eskom Kusile Power Station environmental policies, standards and procedures.
- d) The *Contractor* shall appoint trained and competent personnel in writing, who will be responsible for implementing all environmental related requirements during the contract duration.
- e) All spills/emergency incidents shall be reported to the *Service Manager* immediately on occurrence. The *Contractor's* reporting of the incident shall include the following but not limited to:
  - o The date and time of the incident
  - o The cause of the non-conformance/incident.
  - o The proposed actions to correct and prevent recurrence.

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

- a) The *Contractor* shall comply with the Occupational Health and Safety Act, 85 of 1993, Employer's SHEQ Policy, standards, procedures, guidelines and specifications, when performing the *Service*. The *Contractor* always ensures safety awareness through continuous training and interventions.
- b) The *Contractor* is responsible for the supervision of his employees, agents and sub-Contractors, and takes full responsibility and accountability in ensuring that they are competent and aware of all safety related requirements.
- c) The *Contractor* ensures that all statutory appointments that are required by the Employer are recorded in writing and that all appointees and/or agents fully understand their responsibilities and are trained and competent to execute their duties.
- d) The *Contractor* provides a health and safety plan based on the Employer's Safety, Health and Environmental Specifications.
- e) The *Contractor* notes that all persons entering the site shall undergo the Employer's safety induction course prior to site establishment and commencement of works.
- f) The *Contractor* completes activity risk-based assessments and provides the assessments to the Service Manager for acceptance before activities take place.
- g) The *Contractor* notes that the Employer has full rights to issue the *Contractor* with a STOP WORK ORDER should the Employer's Service Manager become aware of any unsafe working procedures or conditions.
- h) The *Contractor* is responsible to report all incidents and potential threats to safety and health of persons on site.

#### **Data Pack and removal tools**

Upon completion of the scope, the *Contractor* is required to submit the following, in the form of a data pack:

- All the signed QCP and ITP documentation
- All the supplied material documentation/product data sheets
- The module removal tools.

#### **General**

The following is required from the *Contractor*:

- Adheres to the South African Occupational Health and Safety Act No. 85 of 1993 and the regulations promulgated under the Eskom Safety, Health, Environment and Quality (SHEQ) Policy 32-727.
- Provides a detailed Method Statement for all work activities and details the activity durations. All method statements are reviewed and accepted by the Employer prior commencement of Works. The *Contractor* in his method statements includes the following as a minimum:
  - A comprehensive construction/installation methodology of the project activities.
  - A clear description of the responsibilities of the *Contractor's* personnel involved in the activity,
  - Health, safety and quality control considerations for the activity.

- All plant, equipment and machinery required to complete the project activity.
- Temporary works to be used for the Works.
- Technical Data Sheets for all materials used including product description, composition, material and performance properties, installation, application procedures and product use limitations etc.
- Plans for confining, collecting, and disposing of waste materials as a result of removal operations, where applicable.
- Works required to safeguard existing infrastructure and services.
- Manage his access to the working areas and the site to ensure none of the existing plant that is not in the scope is damaged.
- Manage his activities on site to ensure that no interference takes place between his work and that of others.
- Submit a project specific safety file to the *Employer* for acceptance, prior to the start of the works.
- Identifies a registered waste disposal site, for dumping of waste, which must be approved by the *Service Manager*

#### 4. Constraints on how the *Contractor* Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.  
Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

##### 4.1 Meetings

Provide information about regular meetings to be held such as early warning and compensation event meetings (suggest weekly), safety and planning meetings.

##### 4.2 Use of standard forms

Provide details of standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications.

##### 4.3 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Works Information. Also include a list of information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total Price for Work Done to Date which the *Contractor* has completed;
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

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

#### 4.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. [See clause 11.2(5) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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 *Employer* 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.

#### 4.6 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

#### **4.7 Facilities to be provided by the *Contractor***

State any requirements such as offices on site for the *Employer*.

#### **4.8 Title to material from excavation and demolition**

Read clause 70.2 then provide details as required. Particularly relevant in demolition where substantial amounts of copper are involved.

#### **4.9 Design by the *Contractor***

Paragraph 1 above will have outlined what work is to be designed by the *Contractor* (if any). State here what procedures are required for the submission and acceptance of that design.

#### **4.10 Cataloguing requirements by the *Contractor***

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

### **5. Requirements for the programme**

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in Clause 11.2(1).

### **6. Services and other things provided by the *Employer***

Describe what the *Employer* will provide such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

[illegible]

## C4: Site Information

### Part 4: Site Information

Core clause 11.2(16) states

“Site Information is information which

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

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

#### 1. General description

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Site</u> :                     | <u>Kusile Power Station</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <u>Regional Authority</u> :       | <u>Emalahleni Local Municipality, Mpumalanga Province</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <u>Nearest Towns</u> :            | <u>Emalahleni – 42km north east of power station</u><br><u>Bronkhorstspuit – 41km south of power station</u><br><u>Delmas – 45km north of power station</u><br><u>There are informal settlements within a 10 km radius of the power station.</u>                                                                                                                                                                                                                                                                                                                                                                                                        |
| <u>Infrastructure</u> :           | <u>Kusile Power Station is situated approximately 3km from the N4 highway and is connected to it by means of a tarred road.</u><br><u>There is also a secondary tarred road connecting the site with the R545 and D686.</u>                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <u>Latitude &amp; longitude</u> : |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <u>Landowner</u> :                | <u>Portions of Horingkraans Farm</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <u>River catchment</u> :          | <u>Wilge River</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <u>Regional Climate</u>           | <u>Kusile Power Station is situated in the Mpumalanga Province on the Highveld in the western part of Mpumalanga province on the escarpment, at an average height of 1551 m above sea level. The winters are generally dry and cold with regular frost and temperatures varying between -7°C and 23°C. The summers are mild with most of the rainfall occurring during this season. Temperatures vary between 12° &amp; 32° C. Data from the Emalahleni weather station shows that Kusile Power Station is sited in such a way that for most of the year (291 days) the wind direction is from the power station in a direction that is North West.</u> |
| <u>Wind direction</u>             | <u>Based on information recorded at the Emalahleni weather station, the average annual rainfall for the Emalahleni area is approximately 691 mm. (Weather Bureau, Pretoria).</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <u>Rainfall</u>                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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

- The Contractor will be required to work with Others with whom the Contractor may be required to share the Affected Property.
- Requirements for liaison with and acceptance from statutory authorities or inspection agencies will be communicated when required
- Any risk arises due to buildings, structures, and plant & machinery on the Site to be communicated with the project manager prior to work commencement.

#### 3. Subsoil information

Not Applicable

#### **4. Hidden services**

Not Applicable

~~Site Information is information about the site at the time of tender which the tendering contractor needs to allow for in his rates and Prices. The information does not change after contract award, nor does it describe or specify anything which the Parties do during the contract. It is only referred to during administration of the contract if the Contractor encounters conditions which are different to those described here. The Contractor will then make a comparison between actual conditions encountered and those described here in his assessment of any additional cost or time he may need to be compensated for in order to complete the works. Disputes about the difference between the effects of conditions encountered and those which the Contractor allowed for in his Prices will be minimised if the information given here is complete and relevant. If no information is given the tendering contractor will need to guess what he may encounter thus tendering higher Prices to allow for conditions that may not even exist.~~

### **C4.1: Information about the site at time of tender which may affect the work in this contract**

#### **1. Access limitations**

State if there is any physical, time or other “third party” constraint associated with gaining access to and doing work on the site that may not be immediately apparent from an inspection of the site.

#### **2. Ground conditions in areas affected by work in this contract**

If earthworks are included in the Scope of Work, provide details of the ground conditions the Contractor is likely to encounter when doing the work. This could vary from indicating where a test pit has been opened up for the Contractor to make his own observations to providing full borehole logs and associated geotechnical report.

#### **3. Hidden and other services within the site**

Provide details of underground or other hidden services which the Contractor may encounter whilst doing the work. Instructions about how to deal with them if encountered should be included in the Works Information.

#### **4. Details of existing buildings / facilities which Contractor is required to work on**

If work is to be carried out on existing buildings or facilities Site Information would be the ‘as-built drawings’ of those buildings or facilities. If these are not a correct statement or not available other means of describing the existing buildings or facilities would have to be used, such as providing photographs