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C3.1: EMPLOYER'S WORKS INFORMATION

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1 Description of the works

1.1 Executive overview

The project involves replacing PLC links in the East Grid in 15 various substations Ariadne, Athene, Bloukrans, Danskraal, Eros, Georgedale, Hector, Invubu, Pegasus, Tugela, Mersey, Normandie, Umfolozi, Illovo & Venus. The current installed base consists of ETL-5/81 and ETL81, ETL 21 & ETL 41. The ETL 41/81 have surpassed the manufactures recommended life span of 15 years by a further 7 years, the spares are not available and there are no skills to repair these PLCs. In addition, the harsh environmental conditions at the substations have further reduced the reliability of the electronic components. Due to the above, these PLC types need to be replaced. The scope covered by this documentation looks at 8 of the 15 substations: Ariadne, Athene, Eros, Georgedale, Hector, Invubu, Mersey and Illovo.

The primary function of Power Line Carrier (PLC) systems is to provide accelerated Protection tripping signals for Protection schemes. This is extremely important for tripping circuit breakers at both ends of a Transmission power line in the shortest possible time under internal line fault conditions. This would thus reduce the effects of the fault current and prevent unnecessary stress/damage to the primary plant equipment which would also ensure the stability of the power system.

1.2 Employer's objectives and purpose of the works

The power network has grown in size and become more interconnected which has resulted in very large fault currents. Therefore, very fast Protection facilitated by Teleprotection is required to limit the fault current duration where prolonged faults would damage transformers and other electrical equipment.

The new ETL 600 PLCs consist of three tripping channels which are required for the new Phase 5 and Phase 6 Protection schemes. The ETI 21/101 PLCs and the ETL 41/81 PLCs have only two tripping channels and cannot be upgraded to three tripping channels as the technology and components are not available due to their age.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
B-BBEE	Broad-Based Black Economic Empowerment
CIDB	Construction Industry Development Board
ECC	Engineering and Construction Contract
ECO	Environmental Compliance Officer
HV	High Voltage
NTCSA	National Transmission Company South Africa
OEM	Original Equipment Manufacturer
ORHVS	Operating Regulations for High Voltage Systems
PM	Project Manager

SACPCMP	The South African Council for the Project and Construction Management Professions
SHE	Safety, Health and Environmental
SHEQ	Safety, Health, Environmental and Quality

2 Management and start up.

2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register meetings	Fortnightly	Site or as instructed by the <i>Project Manager</i>	<i>Employer:</i> Project Core Team <i>Contractor:</i> Project Manager, Site Manager, Contract Manager, Quantity Surveyor, Site Supervisor/s, Scheduler and SHE Manager
Progress meetings	Monthly or as instructed by the <i>Project Manager</i>	Site or as instructed by the <i>Project Manager</i>	<i>Employer:</i> Project Core Team <i>Contractor:</i> Project Manager, Site Manager, Contract Manager, Quantity Surveyor, Site Supervisor/s, Scheduler and SHE Manager
Health, Safety and Environmental meetings	As stipulated in Form 74 (SHE specification)	Site or as instructed by the <i>Project Manager</i>	As stipulated in Form 74 (SHE specification)
Toolbox talks and risk assessment	Daily before work begins	On site	<i>Contractor</i> and <i>Supervisor</i> and team members

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

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

2.2 Documentation control

The *Contractor* shall submit all documentation to the *Project Manager's* requirements. All relevant documentation and drawings, including revisions, will be issued to the *Contractor*; control, maintenance and

handling of these documents will be the *Contractor's* sole responsibility and at his expense, and managed with a suitable document control system developed by the *Contractor* and accepted by the *Project Manager*.

Contractual Communication

- Properly compiled letters on official Company letter head or forms attached to an e-mail and not as a message in an e-mail itself.
- All correspondence to be addressed to the *Project Manager*.

Site Communication

- *Contractor* site diary signed daily by the *Supervisor* and the *Contractor*.
- Site memorandums addressed to the *Site Supervisor*.

Daily Site Diaries

This is a suitable carbon copy book, size A4, with two detachable sheets for a page per day where all events affecting execution of the works, such as arrivals of plans, breakdown of equipment, weather conditions etc., are entered. The *Contractor* keeps these records and submits copies of these records to the *Supervisor* on a weekly basis in the form of these daily site diaries and shall contain, but not limited to the following information:

1. Contract Number
2. Date
3. Work - Start, Finish and Overtime
4. Rainfall (mm)
5. Temperature
6. Visitors to site
7. *Contractor* employees on site and description (Site Agent, Foreman, Skilled, etc.)
8. Subcontractors
9. List of Plant and Equipment by category on site on a daily basis with an indication of its working condition i.e., working order, under repair, working but standing idle etc.
10. Brief description of the day's activities
11. Toolbox talk topic
12. Diary must be signed daily by both the *Contractor* & *Supervisor*

These daily site diaries are to be used to establish the validity of claims for Compensation Events.

2.3 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in the Health and Safety Specification titled **East Grid PLC Refurbishment – Empangeni & Pinetown CLN**, Document Identifier: **559-559476474**.

2.4 Environmental constraints and management

The *Contractor* shall have an environmental management system in place in compliance with the following:

- Environmental Requirements for Contractors and/or Suppliers, Document ID 240-180100134, Rev 1
- Eskom Transmission Industry Waste Management Plan Update 2023-2028, Document ID 240-98818649, Rev 5
- Environmental Incident management procedure, Document ID – 240-133087117 Rev 3
- Environmental Management Programme for East Grid Power Line Carrier (PLC) Refurbishment Project - Empangeni & Pinetown CLN, Document ID - 240-131566734.

It is required that the *Contractor* makes all documents, weekly reports, monthly reports, complaints register, environmental incident register (spills, impacts, legal transgressions, etc.) as well as corrective and preventative actions taken available to the ECO upon request.

Records and returns shall be reported to the *Supervisor* in a format acceptable to the *Supervisor*. The project's SHE File shall be retained on site after completion of works.

a) Weekly

The *Contractor* shall keep accurate daily records detailing work carried out on the *works* and shall submit them to the *Supervisor* prior to the weekly progress meeting or at such other times as the *Supervisor* may require. The records shall include the following for each portion of the *works* separately and in sufficiently detail to establish the person-hours and equipment hours expended:

- Extent of work done;
- The numbers of each category of workmen and supervising staff;
- The numbers and types of *Contractor's* Equipment used;
- The time and duration of any significant delays or breakdowns of any *Contractor's* Equipment; and
- Any other events relevant to progress of the *works*.

Notwithstanding the foregoing, the *Supervisor* may employ members of his own staff to record some or all of the above data in addition to the *Contractor's* records. The *Contractor* shall also provide such further information as may be requested by the *Supervisor*.

b) Monthly

The *Contractor* shall submit detailed returns at monthly intervals of personnel on Site, principal materials ordered, and stocks on Site and of *Contractor's* Equipment, Plant and Temporary Works on the Site or due to be delivered to or removed from the Site.

The *Contractor* shall also submit a detailed return at monthly intervals on progress of manufacture of any Plant or *Contractor's* Equipment ordered.

c) Progress Photographs.

The *Contractor* shall take at least 12 photographs per month showing the progress of the *works* from positions to be agreed with the *Supervisor*. Photographs shall not be less than 150 mm x 100 mm and shall be inscribed with the location, date taken and a brief description or title. Four prints and an electronic copy on CD shall be delivered to the *Project Manager* each month. The photographs shall be the property of the *Employer*.

d) Environmental training and awareness

The *Contractor* ensures that the *Contractor* and sub-contractors staff receives environmental awareness training before commencement of the *works*. The training will be presented by the *Supervisor* with the assistance of the ECO. An attendance register is to be maintained. Any new staff must receive the environmental awareness training.

The layout should be such that it facilitates a circular traffic route that eliminates the need to reverse when loading and off-loading.

2.5 Quality assurance requirements

The *Contractor* shall comply with Supplier Quality Management Specification - Document ID 240-105658000, Rev 3. NTCSA Resources, *Supervisor* will be on site to verify work during construction. For hold points, he or she should be consulted by the *Contractor* to approve of the holding point.

2.6 Programming constraints

Contractor to establish a schedule of work two weeks after access to site has been given to them by the *Project Manager*. The project schedule needs to be updated as the project progresses. Contractor needs to send progress updates to the *Project Manager* weekly.

2.7 Contractor's management, supervision and key people

Contractor to provide organogram showing his/her people and their lines of authority/communication.

2.8 Invoicing and payment

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

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

- Name and address of the *Contractor* and the *Project Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4710303126;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

The *Project Manager* shall submit to the *Contractor* a payment certificate certifying the works done. The *Contractor* shall prepare an invoice with the amount identical to the payment certificate. The *Contractor* to submit the invoice to Invoicesntcsalocal@ntcsa.co.za.

2.9 Insurance provided by the Employer

As per Z clause 13

2.10 Contract change management

All changes required to be reported to the *Project Manager*.

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

Contractor to keep record of the Defined Cost documentation for purposes of claiming valid compensation events.

3 Engineering and the *Contractor's* design

3.1 *Employer's* design

NTCSA Engineering has provided a design and drawing indicating the works to be completed at Ariadne, Athene, Bloukrans, Danskraal, Eros, Georgedale, Hector, Invubu, Pegasus, Tugela, Mersey, Normandie, Umfolozi, Illovo & Venus (**For this contract: Ariadne, Athene, Eros, Georgedale, Hector, Illovo, Invubu & Mersey**). All construction will be done in accordance with NTCSA's policies, standards and design or drawings provided. No deviation from any design or drawing will be accepted, unless requested through the *Project Manager* and approved in writing by the responsible NTCSA designer.

All drawings used must be as per the drawing register.

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

This is a 'construction only' contract under which the *Contractor* shall execute the Works strictly in accordance with the *Employer's* provided design and specifications.

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

Any design modification proposed by the *Contractor* shall be submitted to the *Project Manager* for acceptance and shall be subject to review and approval by the NTCSA Engineering team.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed on the Site

Where Works are undertaken within the existing HV Yard or in close proximity to Transmission and Distribution Lines, the *Contractor* shall comply with NTCSA's HV regulations. The *Contractor* shall provide a certified ORHVS *Supervisor* to accept permits from the Eskom Transmission East Grid HV *Plant Manager*.

The *Site Manager* shall be registered with SACPCMP as a Professional Construction Manager (Pr.CM), and the Safety and Health Officer shall be SACPCMP registered.

4.1.2 BBBEE and preferencing scheme

B-BBEE and CIDB level requirements are stated in the Invitation to Tender letter.

4.2 Subcontracting

4.2.1 Subcontract documentation, and assessment of subcontract tenders

The *Employer* expect the *Contractor* to manage his sub-contractors in the same way the *Employer* manage the *Contractor*. Special attention must be given to the management of the sub-contractors, SHEQ Compliance.

4.2.2 Limitations on subcontracting

As a condition of compliance with procurement policy, the *Contractor* shall subcontract a minimum of thirty percent (30%) of the *Contract* value to eligible *Subcontractors*.

4.2.3 Attendance on subcontractors

For the purposes of this *Contract*, the *Employer* makes no distinction between the employees of the *Contractor* and those of any *Subcontractor* in the performance of their respective obligations.

4.3 Plant and Materials

4.3.1 Quality

The *Contractor* shall execute the Works to the quality standards and requirements set out in the Works Information of this *Contract*.

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

Not Applicable

4.3.3 Contractor's procurement of Plant and Materials

The *Contractor* shall procure all Plant and Materials in accordance with the Works Information and shall order such materials in line with the *Works* to be executed on site. Transportation of materials shall primarily be by road unless the *Contractor* elects to use another means at its own cost. The *Contractor* shall make its own assessment and shall price accordingly for all direct and indirect costs of materials.

The *Contractor* shall off load and store the materials on site and ensure that storage is in a manner that does not compromise the integrity of the materials. The *Contractor* shall provide adequate security to safeguard all Plant and Materials and equipment.

4.3.4 Spares and consumables

The *Contractor* shall hand over all spares to the *Supervisor* during the handover process upon completion of the *Works*, and such spares shall be in good usable condition.

4.4 Tests and inspections before delivery

All the test and inspections shall be done as per the Works Information.

4.5 Marking Plant and Materials outside the Working Areas

All Plant and Materials outside the Working Areas should be marked as per the Works Information.

4.6 Contractor's Equipment (including temporary works).

Specialised Equipment, including breakers, is addressed outside the *Contractor's* immediate scope, and the need for witness or hold points, or any related oversight, shall be determined in accordance with the respective roles of the parties.

4.7 Cataloguing requirements by the Contractor

The *Contractor* shall maintain a complete record of all equipment on *Site*, clearly distinguishing between *Contractor*-owned and hired equipment. The record shall indicate the operational status of each item and identify the operator for each recorded shift. The *Contractor* shall ensure that these records are verified and signed by the *Supervisor* daily and that the records are always available on *Site*.

5 Construction

5.1 Temporary works, Site services & construction constraints

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

The *Contractor* shall comply with all Grid requirements for access to substations where the *Works* are to be performed. Relevant personnel shall hold valid ORHVS permits, and police clearances shall be obtained in accordance with the Works Information. The *Contractor* shall adhere to all applicable laws and regulations governing security and background checks when working within NTCSA facilities.

Where access to National Key Points is required, the *Contractor's* personnel shall be security vetted by the State Security Agency, with applications submitted using the SSA Security Clearance Questionnaire (Z204).

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

The *Contractor* shall only access those areas of the substation for which authorization has been granted.

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

The *Contractor* shall maintain accurate records of all personnel on *Site*, including those of *Subcontractors*, and such records shall be accessible at any time to the *Project Manager* or *Supervisor*. These records may be required for the assessment of compensation events. Only authorised personnel and visitors shall be permitted on *Site*. Working hours shall be clearly stated in the tender documents and shall comply with the applicable laws of the country.

The *Contractor* shall keep attendance records of all personnel, verified and signed daily by the *Supervisor*, and shall ensure that all persons on *Site* comply with the rules of the *Employer* and those laid out by the *Contractor*. Should the *Contractor* require overtime, prior written approval shall be obtained from both the *Project Manager* and the SHEQ Manager, and such approval shall only be granted where extended hours have been accepted in writing by the Department of Labour.

5.1.4 Health and safety facilities on Site

As per the Works Information.

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

As per the Works Information.

5.1.6 Title to materials from demolition and excavation

Not Applicable

5.1.7 Cooperating with and obtaining acceptance of Others

The *Contractor* shall comply with all East Grid requirements. The *Contractor* shall liaise as necessary with other stakeholders identified by the *Employer*, and shall obtain all required acceptances, consents, or permits to enable the proper execution of the *Works*.

5.1.8 Publicity and progress photographs

Contractor shall provide the progress photographs to the *Project Manager* and *Supervisors* on a weekly basis. The photographs shall be property of the *Employer*, as per the Works Information.

5.1.9 Contractor's Equipment

As stated in 4.7 above, the *Contractor* shall maintain a complete record of all equipment on *Site*, clearly distinguishing between *Contractor*-owned and hired equipment. The record shall indicate the operational status of each item and identify the operator for each recorded shift. The *Contractor* shall ensure that these records are verified and signed by the *Supervisor* daily and that the records are always available on *Site*.

5.1.10 Equipment provided by the Employer

Not Applicable

5.1.11 Site services and facilities

The *Employer* shall **NOT** provide any facilities for the *Works*.

5.1.12 Facilities provided by the Contractor

The *Contractor* shall provide all facilities required for execution of the *Works*. Such facilities shall comply with the Works Information and all applicable specifications and regulations. The *Contractor* shall ensure the removal of temporal facilities upon completion of the *Works*.

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

The *Contractor* shall comply with all Grid requirements relating to existing or nearby infrastructure and shall ensure that its *Works* do not interfere with or compromise such infrastructure.

5.1.14 Survey control and setting out of the works

Not Applicable

5.1.15 Excavations and associated water control

Not Applicable

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

The *Contractor* shall take all necessary precautions to avoid damage and shall, at its own cost, repair and reinstate any damage caused, in accordance with the Works Information.

5.1.17 Control of noise, dust, water and waste

As per the Works Information.

5.1.18 Sequences of construction or installation

As per the Works Information.

5.1.19 Giving notice of work to be covered up

As per the Works Information.

5.1.20 Hook ups to existing works

As per the Works Information.

5.2 Completion, testing, commissioning and correction of Defects

5.2.1 Work to be done by the Completion Date

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

	Item of work	To be completed by
	Defects	As per the snag list requirements

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

In the event of termination of the *Contract* by the *Employer*, the *Employer* shall be entitled to take possession of and assume control over the *Works*.

5.2.3 Materials facilities and samples for tests and inspections

As per the Works Information.

5.2.4 Commissioning

The *Contractor* shall attend commissioning.

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

The *Contractor* shall attend commissioning.

5.2.6 Take over procedures

As per the Works Information.

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

Prior to being granted access, the *Contractor* shall submit to the *Employer* for approval its proposed method and procedure for correcting the defect/s. The *Contractor* shall not proceed with the correction until such approval has been obtained, after which the *Contractor* shall promptly and diligently carry out the correction in accordance with the approved method.

5.2.8 Performance tests after Completion

As per the Works Information.

5.2.9 Training and technology transfer

Not Applicable

5.2.10 Operational maintenance after Completion

As per the Works Information.

6 Plant and Materials standards and workmanship

6.1 Investigation, survey and Site clearance

Not Applicable.

6.2 Building works

As per the Scope of Works:

- PLC_REF_20-21-P-D87
- Ari24P09-P-D5
- Athe24P08-P-D5
- Ero24P05-P-D5
- Geo24P06-P-D5
- III24P08-P-D5
- Hec24P07-P-D5
- Inv24P05-P-D5
- Mer24P13-P-D5

6.3 Civil engineering and structural works

Not Applicable.

6.4 Electrical & mechanical engineering works

As per the Scope of Works:

- PLC_REF_20-21-P-D87
- Ari24P09-P-D5
- Athe24P08-P-D5
- Ero24P05-P-D5
- Geo24P06-P-D5
- III24P08-P-D5
- Hec24P07-P-D5
- Inv24P05-P-D5
- Mer24P13-P-D5

6.5 Process control and IT works

As per the Scope of Works:

- PLC_REF_20-21-P-D87
- Ari24P09-P-D5
- Athe24P08-P-D5
- Ero24P05-P-D5
- Geo24P06-P-D5
- III24P08-P-D5
- Hec24P07-P-D5
- Inv24P05-P-D5
- Mer24P13-P-D5

7 List of drawings

7.1 Drawings issued by the *Employer*

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

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

Drawing number	Revision	Title
O-WN-152(Ariadne)	28	Station Electric Diagrams (SEDs)
O -EN-66(Athene)	18	
ERS-DW-4(Eros)	17	
0.07/7105(Georgedale)	30	
0-EN-33(Hector)	08	
0.07/14626(Illovo)	24	
0.07/15339(Imvubu)	14	
0.07/11257(Mersey)	51	

C3.2 *CONTRACTOR'S* WORKS INFORMATION

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

Typical sub headings could be

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

This section could also be compiled as a separate file.