



NEC3 Engineering & Construction Contract

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

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

**for
HVAC and Civil Works Supply and installation for the
PLC and Scada for a period of 02 years at Matla
Power Station**

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CONTRACT No. [Insert at award stage]

Part C1: Agreements & Contract Data

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

Offer

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

HVAC and Civil Works Supply and installation for the PLC and Scada for a period of 02 years at Matla Power Station

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

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

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

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number (if applicable)

Acceptance

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

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

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

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)

_____ (Insert name and address of organisation)

Name & signature of witness _____

Date _____

Part one - Data provided by the Employer

C1.2 ECC3 Contract Data

Part one - Data provided by the Employer

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.

1. Some ECC3 options are always selected by Eskom Holdings SOC Ltd. The remaining ECC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used “[●]” - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X17: Low performance damages
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg

10.1	The <i>Project Manager</i> is: (Name)	TBC	
	Address	TBC	
	Tel	TBC	
	Fax	TBC	
	e-mail	TBC	
10.1	The <i>Supervisor</i> is: (Name)	TBC	
	Address	TBC	
	Tel No.	TBC	
	Fax No.	TBC	
	e-mail	TBC	
11.2(13)	The <i>works</i> are	HVAC and Civil Works Supply and installation for the PLC and Scada for a period of 02 years at Matla Power Station	
11.2(14)	The following matters will be included in the Risk Register	See Risk Management in Part 3	
11.2(15)	The <i>boundaries of the site</i> are	Areas associated with the scope of work to be performed are listed in <i>works</i> information	
11.2(16)	The Site Information is in	Part 4: Site Information	
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	03 days	
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	2028/11/30	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Site establishment	As per accepted program
		2 Delivery of material	As per accepted

			3	Design approval	program As per accepted program
			4	Execution	As per accepted program
30.1	The <i>access dates</i> are:	Part of the Site			Date
			1	HVAC and Civil Works Supply and installation for the PLC and Scada for a period of 02 years at Matla Power Station	2026/11/01
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within			01 weeks of the Contract Date.	
31.2	The <i>starting date</i> is			2026/11/15	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than			02 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.			The takeover will be at the end of every section	
4	Testing and Defects				
42.2	The <i>defects date</i> is			52 weeks after Completion of the whole of the works.	
43.2	The <i>defect correction period</i> is			03 days	
	except that the <i>defect correction period</i> for			TBC	
	and the <i>defect correction period</i> for			TBC	
5	Payment				
50.1	The <i>assessment interval</i> is			between the 25th day of each successive month.	
51.1	The <i>currency of this contract</i> is the			South African Rand.	
51.2	The period within which payments are made is			05 weeks.	
51.4	The <i>interest rate</i> is			the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and	
				(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question	

then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6 Compensation events

60.1(13) The place where weather is to be recorded is:

Matla power station

The *weather measurements* to be recorded for each calendar month are,

the cumulative rainfall (mm)

the number of days with rainfall more than 10 mm

the number of days with minimum air temperature less than 0 degrees Celsius

the number of days with snow lying at 09:00 hours South African Time

and these measurements:

The *weather measurements* are supplied by

Matla power station

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

and which are available from:

the South African Weather Bureau and included in Annexure A to this Contract Data provided by the *Employer*

60.1(13) Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are:

As stated in Annexure A to this Contract Data provided by the *Employer*.

Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.

7 Title

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

8 Risks and insurance

80.1 These are additional *Employer's* risks

- 1. Delayed deliveries**
 - 2. Community unrest**
 - 3. Dust exposure**
 - 4. Working at heights**
-

9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.		
10	Data for main Option clause			
A	Priced contract with activity schedule	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
11	Data for Option W1			
W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address	TBC		
	Tel No.	TBC		
	Fax No.	TBC		
	e-mail	TBC		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration.		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	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 of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	TBC		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by

	0. [•]	[•]	[•]
	0. [•]	[•]	[•]
	0. [•]	[•]	[•]
	0. [•]	[•]	[•]
	0. [•]	[•]	[•]
	[•]	non-adjustable	
	Total	1.00	

X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X7	Delay damages (but not if Option X5 is also used)	
X7	Delay damages for Completion of the whole of the <i>works</i> are	1% of the order value per day up to a limit of 10% of the contract value.
X16	Retention (not used with Option F)	
X16.1	The <i>retention free amount</i> is	R0.00
	The <i>retention percentage</i> is	05% of the contract value
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of the total of the Prices at the Contract Date and <ul style="list-style-type: none"> the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as at contract date.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for Defects due to his design which arise before

		<p>the Defects Certificate is issued, Defects due to manufacture and fabrication outside the Site, loss of or damage to property (other than the works, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.</p>
X18.5	The <i>end of liability date</i> is	<p>(i) [●] years after the <i>defects date</i> for latent Defects and</p> <p>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</p> <p>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
Z	The Additional conditions of contract are	Z1 to Z15 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	
Z2	Joint ventures	
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Project Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor* accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational

Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Site; warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Employer’s limitation of liability

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

Z9.2 The *Contractor’s* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer’s* liability under the indemnity is limited.

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

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

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

Z11.1 If the amount due for the *Contractor’s* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may

terminate the *Contractor's* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Z12 Ethics

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

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

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

Z13 Insurance

- Z 13.1 Replace core clause 84 with the following:**

Insurance cover 84

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

84.2 The *Contractor* provides the insurances stated in the Insurance Table A.

84.3 The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

Z 13.2

Replace core clause 87 with the following:

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document

Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

- Z14.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z14.3 Subject to clause Z14.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z14.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone,

which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <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.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z15.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z15.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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

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

Month	Weather measurement				
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[•]	[•]	[•]	[•]	
February	[•]	[•]	[•]	[•]	
March	[•]	[•]	[•]	[•]	
April	[•]	[•]	[•]	[•]	
May	[•]	[•]	[•]	[•]	
June	[•]	[•]	[•]	[•]	
July	[•]	[•]	[•]	[•]	
August	[•]	[•]	[•]	[•]	
September	[•]	[•]	[•]	[•]	
October	[•]	[•]	[•]	[•]	
November	[•]	[•]	[•]	[•]	
December	[•]	[•]	[•]	[•]	

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job	

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see www.ecs.co.za

	<p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p>	<p>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</p>
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	
11.2(20)	The <i>activity schedule</i> is in	<p>(in figures)</p> <p>(in words), excluding VAT</p>
11.2(30)	The tendered total of the Prices is	
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components

PART 2: PRICING DATA

ECC3 Option A

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

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.
		(27) The Price for Work Done to Date is the total of the Prices for each group of completed activities and each completed activity which is not in a group.
		A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
		(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

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

Function of the Activity Schedule

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

Link to the programme

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

Preparing the activity schedule

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

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

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

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by

- an *Employer's* risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

C2.2 the *activity schedule*

Use this page as a cover page to the *Contractor's activity schedule*.

An activity schedule could have the following format:

Activity No	Description	Quantities	Rate	Amount
1	<u>SECTION 1 - PRELIMINARIES AND GENERAL</u>			
1.1	Site establishment			
1.2	Site de-establishment			
1.3	Adhering to all SHEQ requirements (PPE, Medicals, Police Clearance, Safety File etc.)			
1.4	Other contractual obligations			
1.5	Management of the works			
1.6	Plant and Equipment			
1.7	Transportation			
1.8	Scaffolding (Internal Cost)			

Activity No	Description	Quantities	Rate	Amount
2	<u>SECTION 2 - CONSTRUCTION WORKS</u>			
2.1	Design and Engineering			
2.2	Alteration and Demolition works to meet the specification and requirements as per the SOW.			
2.3	Supply of Air Conditioning Units including ducting, grills, labelling, interphasing hvac system to fire system and all other accessories to meet the specifications and requirements as per the SOW			
2.4	Civil Construction work material required to meet the specification and requirements as per the SOW			
2.5	Labour for HVAC and civil construction work			
	TOTAL			

PART 3: SCOPE OF WORK

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

HVAC and Civil Works Supply and installation for the PLC and Scada for a period of 02 years at Matla Power Station

C3.1: EMPLOYER'S WORKS INFORMATION

1. INTRODUCTION

This document specifies and describes the supplies, services and engineering, and construction *Works* that are to be provided and any other requirements and constraints relating to the manner in which the Eskom Matla Power Station Slurry Plant Substation Heating Ventilation and Air Conditioning (HVAC) System contract is to be performed.

The affected areas at Slurry Plant are the following:

- Switchgear Room
- C&I Equipment Room
- Battery Room

2. SUPPORTING CLAUSES

2.1 SCOPE

The scope of this specification is limited to the replacement of Eskom Matla Power Station Slurry Plant Substation HVAC system.

- a) Slurry Plant Substation Switchgear Room
- b) Slurry Plant Substation C&I Equipment Room
- c) Slurry Plant Substation Battery Room.

2.1.1 Purpose

The purpose of this document is to describe the minimum requirements for engineering, drawings, procurement, manufacture, quality control & assurance, supply, delivery, installation, commissioning, testing, training, and maintenance and handing over of HVAC *Works* replacement Eskom Matla Power Station, Slurry Plant Substation.

2.1.2 Applicability

This document is applicable to Eskom Matla Power Station Slurry Plant Substation.

2.2 NORMATIVE/INFORMATIVE REFERENCES

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

2.2.1 Normative

240-102547991: General Technical Specification for HVAC Systems.

[1] 240-70164623: Eskom Heating Ventilation and Air Conditioning (HVAC) Design Guideline

[2] 240-143112846: Heating Ventilation and Air Conditioning System Design Work Instruction

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2.2.2 Informative

240-53665024: Engineering Quality Manual

240-53114026: Project Engineering Change Management Procedure

240-53113685: Design Review Procedure

ISO 9001 Quality Management Systems.

2.3 DEFINITIONS

Definition	Description
Acceptance	The <i>Employer</i> accept the condition or design but does not take responsibility from the Contractor
Approval	Written agreement or authorization by <i>Employer</i> . All requests for approval must be submitted in writing and any proposed deviation from specified requirements must be fully justified and agreed by <i>Employer</i> .
<i>Contractor</i>	Refers to the corporation appointed to perform the engineering, procurement, and construction Works required for the project.
Design freeze	Is a binding decision that defines the whole product, its parts or parameters and allows the continuation of the design based on that decision (no further changes can be made to the design, it is cut-off for the engineers)
<i>Employer</i>	Refers to Eskom Holdings State Owned Company
Eskom Engineering	Refers to the Eskom Engineering team who will perform the reviews and provide technical assistance for the work performed by the appointed <i>Contractor</i> .
Heating, Ventilating, and Air Conditioning (HVAC)	Relates to Systems that perform processes designed to regulate the air conditions within buildings for the comfort and safety of occupants. HVAC Systems condition and move air to desired areas of an indoor environment to create and maintain desirable temperature, humidity, ventilation, and air purity.
Interface	Interface in these document means either to hard wired or software interaction between the <i>Contractors</i> and/or other Works
Maintenance	Maintenance can be defined as the function of keeping components or equipment in or restoring them to a serviceable condition so that they comply with design and statutory requirements and <i>Employer</i> standards. Maintenance includes the cleaning, removal of contaminants and waste, correct adjustment, and setting, tightening, testing, fixing, refill, lubrication, rust prevention, touch up, refrigeration charge, servicing, inspection, replacement, re-installation, troubleshooting, calibration, condition determination, repair, modification, overhaul and rebuilding of equipment. Maintenance can be either preventative or corrective of nature.
Maintenance Management	Maintenance Management can be described as the management (planning, organising, leading and control) actions needed to ensure effective maintenance execution to provide the most efficient and optimum availability (capable of being used) and reliability (consistent quality) of the equipment installed.
Specification	The document/s forming part of the contract in which the methods of executing the various items of work to be done is described, as well as the nature and quality of the materials to be supplied and it includes technical schedules and drawings attached thereto as well as all samples and patterns
System	A set of things working together as parts of a mechanism or network in an organised manner or method such that the requirements of the System are achieved.

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Definition	Description
The Client	The end user will be Eskom who will be represented by Eskom Real Estate throughout the duration of the Project.
Unequipped spare	A functional unit that does not house any electrical components but is intended to be used in future by retrofitting/modifying the functional unit.

2.3.1 Classification

- a. **Public domain:** published in any public forum without constraints (either enforced by law, or discretionary).

2.4 ABBREVIATIONS

Abbreviation	Description
AC	Alternating Current
AHU	Air Handling Unit
ASHRAE	American Society of Heating Refrigeration Air Conditioning Engineers
BS	British Standard
CA	Corrective Action
CAV	Constant Air Volume Terminals
CIBSE	Chartered Institution of Building Services Engineers
C&I	Control and Instrumentation
CM	Corrective Maintenance
CoE	Centre of Excellence
COP	Coefficient of Performance
DC	Direct Current
DGN	MicroStation CAD drawing, vector format
DWG	AutoCAD drawing, vector format
DX	Direct Expansion
FAT	Factory Acceptance Testing
FRA	Failure Report Analysis
FDS	Fire Detection System
GA	General Arrangement
HCFC	Hydro chlorofluorocarbon
HBS	Hardware Breakdown Structure
HMI	Human Machine Interface
HVAC	Heating Ventilation and Air Conditioning
ISO	International Organisation for Standardisation
LCC	Life Cycle Cost
LPS	Low Pressure Services
LV	Low Voltage
MTTF	Mean Time To Failure
MTTR	Mean Time To Repair
MV	Medium Voltage

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Abbreviation	Description
O&M	Operating and Maintenance
OEM	Original Equipment Manufacture
OH&S	Occupational Health and Safety
PBS	Plant Break Down Structure
PFD	Process Flow Diagram
P&ID	Process Instrumentation Diagram
PM	Planned Maintenance/Project Manager
PTM	Protection, Testing and Maintenance
PVC	Polyvinyl Chloride
QA	Quality Assurance
QC	Quality Control
QCP	Quality Control Procedure
RAM	Reliability, Availability and Maintainability
RCM	Reliable Centre Maintenance
RH	Relative Humidity
SANS	South African National Standards
SAT	Site Acceptance Testing
SLA	Service Level Agreement
TBC	To be Confirmed
TBF	Time between failures
V	Voltage

2.5 PROCESS FOR MONITORING

a) The primary process for monitoring will be governed by the Design Review Procedure (240-53113685), this entails assuring that the design achieves the requirements set out in this document. Any changes to this document will be performed as per Project Engineering Change Management Procedure (240-53114026).

2.6 RELATED/SUPPORTING DOCUMENTS

- N/A

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3. DESCRIPTION OF THE WORKS

3.1 SCOPE OF WORKS

The HVAC scope of *Works*, as detailed in this specification document, activity schedule and accompanying drawings; comprise of the engineering, the provision of all labour including materials and *Contractor's* equipment, manufacturing, supply, delivery, off-loading, hoisting, erection, testing, balancing, and commissioning to serve, guarantee and maintenance after final completion of the HVAC installation.

The engineering, quality control, inspections, plant and material selection, preparation of installation drawings, testing, balancing, commissioning, and preparation of operating and maintenance manuals, are to be managed and executed by the *Contractor* in a systematic manner as follows:

- a) Detailed Design.
- b) Plant and material selection.
- c) Installation drawings.
- d) Plant installation.
- e) Testing, balancing, and commissioning documentation.
- f) Quality control.
- g) Operating Instruction and Maintenance Manuals; and
- h) Inspection Record Cards/Checklists and final hand-over

The *Works* include the following:

- a) The slurry plant substation is to be equipped with running and standby direct expansion packaged air conditioning units complete with fresh, return air, smoke exhaust and supply air ducting.
- b) Associated Electrical *Works* for the installed plant.
- c) Associated Controls and accessories for the installed plant.
- d) Associated building and Civil *Works* for installed plant. Modification of structural supports to suit the installation of new energy efficient generation plant and all associated equipment or elements.
- e) Testing, balancing, and commissioning of the complete HVAC system.
- f) Provision of Painting and corrosion protection for complete *Works*.
- g) Provision of operation & maintenance manuals.
- h) Plant Codification & Labelling for the new plant.
- i) The Contractor makes provision for spares and maintenance support as per the requirements set out in this document.
- j) Decommissioning and removal of all old equipment to allocated space at Matla Power Station and make good where required for complete HVAC *Works*.
- k) Quality assurance.
- l) The Contractor is to execute maintenance and maintenance management under the supervision of Employer for a period of 12 (twelve) months from the date of handing over of the HVAC System. The minimum intervals for the Contractor to be onsite for inspection and maintenance after handing-over of *Works* are to be 3, 6, 9 and 12 months respectively.

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The construction of the *Works* will be undertaken while Slurry Plant Substation remains live during the complete duration of the execution of works. Hence, the installation of new Works is to be carried out in a systematic manner to ensure no loss of services in essential areas can be accommodated at any stage.

3.2 EMPLOYER'S OBJECTIVES AND PURPOSE OF THE WORKS

3.2.1 Objectives

b) The HVAC system is to be installed to satisfy (need in terms of the functions the system must perform) the following:

- a) That Switchgear Rooms are equipped with air-conditioning systems that will be able to control the ambient conditions according to $22^{\circ}\text{C}\pm 2^{\circ}\text{C}$.
- b) That C&I Equipment Rooms are equipped with air-conditioning systems that will be able to control the ambient conditions according to $22^{\circ}\text{C}\pm 2^{\circ}\text{C}$.
- c) That the Battery Room is equipped with air-conditioning systems that will be able to control the ambient conditions according to $25^{\circ}\text{C}\pm 3^{\circ}$
- d) All rooms are to be maintained under a positive pressure, to minimise dust ingress.

The purpose of the *Works* includes the following:

- a) To ensure that Eskom Building infrastructure function correctly and safely to comply with original design and statutory requirements/standards.
- b) Provide adequate cooling, ventilation to ensure long term integrity of all process control electronic equipment is maintained during its operation and maximizes plant efficiency.
- c) To provide & maintain good indoor air quality and dust control.
- d) To provide a safe environment for occupants and keep escape routes safe.
- e) To maintain internal temperatures to the limits as specified by mechanical ventilation and air conditioning.
- f) To prevent the build-up of fumes, odours and other gases during the operation and maintenance life of the Slurry Plant Substation.
- g) To interface closely with the Fire Protection/Detection Systems to ensure integrity of fire compartments and fire zones.

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4. ENGINEERING AND CONTRACTOR’S DESIGN

4.1 EMPLOYER’S FUNCTIONAL SPECIFICATION REQUIREMENTS

The design of the following related HVAC Works are to be provided as follows:

Table 1: Division of Work Schedule

Description of work	Responsible Discipline				
	HVAC Works (Excluding Electrical, controls and Building related Works)	HVAC standalone equipment controls and BMS	Fire Detection Interface	HVAC Power Supply and distribution	Related Building Works
1. Functional Specification	Employer’s HVAC discipline	Employer’s HVAC discipline	Employer’s C&I discipline	Employer’s Electrical discipline	Employer’s Civil/Structural discipline
2. Detailed Design	Contractor’s HVAC discipline	Contractor’s HVAC discipline	Contractor’s Electronic/Fire discipline	Contractor’s Electrical discipline	Contractor’s Civil/Structural/Builders discipline
3. Plant and material selection; installation and as built drawings; Testing, balancing, and commissioning Documentation; Operating Instruction and Maintenance Manuals; and Inspection Record Cards/Checklists	Contractor’s HVAC discipline	Contractor’s HVAC discipline	Contractor’s Electronic/Fire discipline	Contractor’s Electrical discipline	Contractor’s Civil/Builders discipline

The Employer provides the following interfaces:

- a) Power supply to new HVAC Electrical Panel (MCC)
- b) Power supply to new HVAC Control Panel (BMS)

4.2 EXISTING HVAC PLANT DESCRIPTION

4.2.1 Existing HVAC System Information

The Switchgear Room has been provided with wall fans and louvres for ventilation.

The C&I Equipment Room has been provided with split air conditioning units, currently operational and old ducted system which currently does not work.

The Battery Room has been provided air conditioned air via a wall mounted grille from a ducted HVAC system which is currently not operational.

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The current HVAC system in all the three space namely: Switchgear Room, C&I Equipment and Battery Rom does not comply to Eskom requirements and needs complete replacement and new system installed to meet Eskom requirements.

4.3 PARTS OF THE WORKS WHICH THE CONTRACTOR IS TO DESIGN

The plant and material is to be designed and selected with due regard to the installation site conditions, particularly with respect to altitude, ambient temperatures, and atmospheric conditions. The plant and material is to be selected to operate within the limits recommended by the manufacturers and where equipment will be required to operate at conditions deviating from the manufacturer's standard selection tables; re-rating is to be done strictly in accordance with the manufacturer's selection procedures.

The contractor's design is to comprise detailed design package (detailing the selection of the equipment) which will be reviewed and approved in accordance with Employer's design review procedure 240-53113685.

The design data specified in this specification and those dimensions shown on the tender drawings are intended for tendering purposes only. The *Contractor* is required to take the actual measurements onsite before proceeding with design & manufacture of the complete *Works* as dimension accuracy remains the responsibility of the *Contractor*.

The *Contractor* is to design, produce required drawings and select plant & material which satisfies:

- a) The overall plant performance and efficiency specification.
- b) The specified reliability; and keep maintenance costs to a minimum.
- c) Local and statutory authorities and construction requirements.
- d) Space constraints; and
- e) Local content

Contractor produces self-explanatory operating and maintenance manuals suitable for staff training. The Operating and maintenance manuals are to include the following however not limited to:

- a) Description of the complete HVAC system and BMS
- b) Operating, control and maintenance philosophies
- c) As Built drawings & Commissioning Results

The *Contractor* is to execute the following:

- a) Concept design (where required)
- b) Detailed design (where required)
- c) Plant and material acceptance testing
- d) Testing and commissioning
- e) Training of operators, maintenance personal and engineering personal
- f) Troubleshooting
- g) Implementation of an overall quality assurance plan

The *Contractor* is responsible for the concept and detailed design (where required) of the *Works* and that such designs are submitted to the *Employer* for approval prior to procurement and manufacture of any plant and material.

The complete HVAC design is to be flexible to future growth and allow modular growth. 10% future growth has been built into the heat loads and selection of the equipment.

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The complete HVAC system is to be designed and configured to allow ease of access for service and maintenance. Sufficient access space must be allowed for, between the HVAC equipment for operation and maintenance purposes.

4.3.1 Investigation, Survey and Site Clearance

The design data specified in this specification and those dimensions shown on the tender drawings are intended for tendering purposes only. The *Contractor* is required to take the actual measurements onsite before proceeding with design & manufacture of the *Works* as dimension accuracy remains the responsibility of the *Contractor*.

4.3.2 Outdoor Design Conditions

The outdoor design conditions for the chillers are based on the Weather Bureau data. The mean maximum temperature (DB) for summer and mean minimum temperature for winter is taken as a design condition. The Matla Power Station in the Mpumalanga conditions are as follows (Witbank Design Conditions):

- a) Summer: Ambient Temperature = 30.8°C DB 16.3°C WB
- b) Winter: Ambient Temperature = 2.7°C DB
- c) Site elevation: 1555 m above sea level

4.3.3 Indoor Design Conditions

The HVAC system is to maintain indoor conditions as detailed by the table below 24hours, 7 days a week, and 365 days per year.

Table 2: Indoor conditions

Area/Building	Indoor Temperatures	Relative Humidity	Pressurisation Requirements
1. Switchgear Room	22°C±2°C	Uncontrolled but monitored	Positive pressure (minimum positive pressure of 5Pa with all doors closed)
2. C&I Equipment Room	22°C±2°C	The relative humidity is to be controlled between 50% ± 10%.	Positive pressure (minimum positive pressure of 5Pa with all doors closed)
3. Battery Room	25°C±3°C	Uncontrolled but monitored	Positive pressure (minimum positive pressure of 5Pa with all doors closed)

4.3.4 HVAC System Design

The *Contractor's* HVAC discipline is responsible for the detailed design; plant and material selection; installation and as built drawings; testing, and commissioning documentation; operating instruction and maintenance manuals of the complete HVAC *Works*.

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The *Contractor* is to submit the detail design for the HVAC scope for acceptance. *Employer's* HVAC department to review the designs submitted by the *Contractor* and sign it off for acceptance.

The complete HVAC performance figures obtained during testing and commissioning must be within a range of $\pm 5\%$ of the specified figures given during *Contractor* design, plant, and material selection phase.

4.3.4.1 Detailed Scope of Works

The *Contractor* is to design, supply, install and commissioned two packaged units (run and standby) for the removal of heat from the switchgear room, C&I Room and Battery Room . The *Contractor* is to performed detailed heat load calculations and size the required HVAC system accordingly.

The HVAC is to be designed in line with the 240-70164623 Design Guideline for HVAC in the Eskom Coal Fired Power Stations

- The HVAC system is to remove the heat generated in the MV/LV switchgear room , C&I Equipment room and the battery and charger room.
- All the rooms will be positively pressurised to prevent dust ingress, the temperature will be maintained within the specified requirements.
- Fire dampers will be installed in the ducting to contain fire to an individual area.
- 100% redundancy is required on the packaged units and electrical panel.
- Primary and secondary filters to be installed to filter air.
- Fresh air provision to be made on the system.

4.3.4.1.1 Rooms Sizes (Lx B x H)

- Equipment room: 5mx5mx3m (drawing 0.47/45200)
- MV LV Switchgear room: 25mx9mx3m (drawing 0.47/45200)
- Battery room: 6mx3mx3m

4.3.4.1.2 Heat loads

The estimates given below is for tender purposes only.

- Total Heat load +10% = 88 kW

Proposed DX Packaged unit (for tender purposes)

- The system comprises of 2 x 100 % DX package units, duct work with fittings such as elbows, fire dampers, sound attenuators and diffusers.
- Cooling capacity +/- 90 kW
- The DX packaged units will be installed on plinth on the east side of the MV LV switchgear room.
- Plinth dimensions +/- 2.5 m x5 m
- Package unit weight +/- 1000 kg
- Electrical requirement +/- 30 kW

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- Air flow $\pm 5 \text{ m}^3/\text{s}$
- Room pressurisation 20 % of air supply

The *Contractor* is to route the supply air duct along the wall the MV LV switchgear room they will penetrate through the wall (on the south side) in to the ceiling space of the MV LV where it will run down the length of the building to the Equipment room, then to the Battery room. The return air duct will follow the same routing. The *Contractor* is to remove the existing ducting in the MV LV switchgear room.

Cooled air is enter the room from above, the diffusers must not be installed directly above the MV LV panels or the equipment panels.

The *Contractor* is to install fire dampers in the ducting, where the ducting goes from one room to another, to reduce the spread of fire and smoke. The HVAC system will be interfaced with the fire detection system to activate the fire dampers and shut off the supply of air.

One packaged cooling unit is operational, while the other one is on standby. The operational units are to be changed over at fixed intervals to achieve equal running time and wear and tear on the system.

The temperatures of the rooms will be monitored in the control room as well as the status of the system

(run/standby/trip). The *Contractor* is to install a panel in the control room to display the temperature of all the rooms and the status of the system.

The *Contractor* is to install insulation in the roof to reduce the heat load.

4.3.4.1.3 HVAC Interfaces

The HVAC will have the following interfaces

4.3.4.1.4 Civil

- Concrete plinth on the outside of the building (Eastern side) for the installation of the packaged HVAC units and the MCC panel for the HVAC panel
- Support of the ducting on the interior and exterior of the building.

4.3.4.1.5 C&I

- Control of the automatic switching between the two packaged HVAC units
- Interface with the future BMS to show:
 - Running status of the HVAC units i.e.- standby/running/trip
 - Room temperature, etc.

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Refer to 240-70164623 Design Guideline for HVAC in the Eskom Coal Fired Power Stations for further requirements on HVAC Control panels.

4.3.4.1.6 Fire Detection

- Interface to shut HVAC system off and close fire dampers in the event of a fire

4.3.4.1.7 Electrical

The contractor shall design, construct and supply a single MCC panel which shall be used for control of the HVAC system, the employer shall provide two bulk points of supply to achieve redundancy of supply for the HVAC plant, the MCC panel shall be outdoor rated, manufactured from 3CR12 and IP65 rated. The contractor shall also supply all associated cabling, racking, earthing and general lighting for the area specifically for the HVAC installation.

The MCC shall have operational indications, fault indications and the general plant status indications. The contractor shall ensure the installation is compliant with SANS 10142 requirements and relevant Eskom specifications.

Refer to 240-70164623 Design Guideline for HVAC in the Eskom Coal Fired Power Stations for further requirements on HVAC electrical panels.

4.3.4.1.8 Ducting

Ducting within the areas served to be externally insulated.

Ducting outside the rooms i.e. to be externally insulated and cladded.

The Contractor shall be responsible for detailing the optimal duct rooms within the rooms, complete with sizes and diffusers or grilles.

Ducting to be installed and pressure tested.

4.3.4.1.9 Filters

Primary and secondary filters to be installed in the packaged units, complete with manometer to indicate status of each filter bank and pressure switches for reporting filter status to the HVAC control panel.

4.3.4.1.10 Smoke Control in the Event of Fire

In addition to normal HVAC system, smoke control system is required to reduce concentration of smoke in fire incident, to prevent migration of smoke to adjacent areas and clear smoke after fire has been extinguished.

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SANS 10400-T: States that any room of which the floor area is more than 500 m² is to be provided with mechanical ventilation or natural smoke ventilation.

The Slurry Plant substation is to be provided with smoke extraction facility through mechanical ducted ventilation system.

The complete HVAC system is to be interfaced to the fire detection system. In the event of a fire break out, the fire detection system is to send a signal to the HVAC controllers to indicate that there is a fire in a specific zone; the HVAC controllers are to automatically stop the HVAC system serving the respective areas. After the fire has been extinguished, smoke evacuates by a manually operated switch in a break glass box positioned on each zone which re-opens fire dampers, re-starts extract fans and over-ride damper control, closing return air dampers and opening exhaust dampers in the air conditioning plant rooms. The HVAC system is to automatically return to normal operation once the fire alarm signal to the air conditioning switchboard is cleared.

The fire dampers are to be provided on the respective fire zones. The various rooms are divided into fire zones. The system operation is that when fire is detected in a zone, the relevant fire dampers on the supply and return ducts feeding that zone are closed as well as the supply air handling.

4.3.5 Electrical System Design

The *Contractor's* Electrical discipline is responsible for the detailed design (where required); plant and material selection; installation and as built drawings; testing, and commissioning documentation; operating instruction and maintenance manuals of the complete HVAC related *Electrical Works*.

The Contractor is to submit the detail design for the electrical scope for acceptance. Employer's electrical department to review the designs submitted by the Contractor and sign it off for acceptance.

The *Contractor* is responsible for the design of the HVAC scope and provides the following, as a minimum:

- a) Electrical Distribution Panels
- b) Terminating to HVAC Electrical Control Panels
- c) Power, Control Cabling and Racking

The selection and application of all the electrical equipment is to be in accordance with the current *Employer's* relevant standards referenced on the technical specification.

The HVAC related *Electrical Works* includes the following, however not limited to:

- a) Detailed Design of HVAC related *Electrical Works*.
- b) Plant and material selection; installation and as built drawings; Testing, balancing, and commissioning Documentation; Operating Instruction and Maintenance Manuals; and Inspection Record Cards/Checklists.
 - i) Testing and issuing of CoCs. One certificate is required per electrical DB completed, and the certificate is to cover all downstream works.
 - ii) Removal and make safe existing installation where applicable.
 - iii) Wiring and wire ways
 - iv) Electrical cable / wiring, Cable ladders and trays, power and control cabling and racking, joint kits, earthing, hangers and mounting arms, risers and droppers measured as elbows etc. and isolators ending within 1 meter reach to HVAC equipment and its controls.
 - v) Testing and commissioning HVAC related *Electrical Works*

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The associated Electrical *Works* includes the following but not limited to:

- a) All switchgear and distribution boards that forms part of the scope of this project must comply to LV Switchgear and Control Gear Assemblies and Associated Equipment for Voltage up to and Including 1000V AC and 1500V Standard (240-56227516). Schedule B from the "LV Switchgear and Control Gear Assemblies and Associated Equipment for Voltage up to and Including 1000V AC and 1500V Standard" must be completed for all distribution boards and switchgear to be supplied for this project. The schedules must be submitted when tendering. Distribution boards shall comply with the requirements of SANS 1973, Type testing and Safety of distribution boards. Type testing certificates is to be made available and Routine test certificates must be provided with each assembly.
- b) The *Contractor* is advised to order the HVAC panels and equipment from a reputable manufacturer, as inferior boards will not be accepted.
- c) Clearly engraved labels are to be provided below the relevant isolators and circuit breakers. An engraved label is to be provided on the outside of the doors indicating the name of the distribution board.
- d) All phase, neutral and earth busbars be adequately sized to accept all circuits and connections.
- e) A comprehensive, neatly legend card identifying all circuits be provided before the distribution board is commissioned.
- f) The positions of the HVAC panels will be inside the switchgear room. The *Contractor* to ensure that the distribution boards can fit into the space provided.
- g) Distribution board signage such as danger signs shall be included in accordance with relevant regulations.
- h) The outer frame, doors, face plates and internal frames shall be finished with high quality paint. Only baked enamel or electro statically applied powder coating shall be used and accepted. Powder coat quality shall be verified during distribution board inspections. Colour finish required for each distribution board is indicated on the drawings.
- i) All distribution boards must be manufactured with a minimum of 30% spare space capacity.
- j) Shop drawings and Type test certificates must be submitted to the engineer for formal acceptance before any manufacture commences.
- k) The *Contractor* is to size, procure, supply, and install/terminate the electrical cable / wiring, power and control cabling and racking, joint kits, earthing. All control and power cables to comply with 240-56227443_Requirements for Control and Power Cables for Power Stations Standard.
- l) *Contractor* is to procure, supply and install fit for purpose earthing for the air conditioning system in compliance with 240-56356396_Earthing and Lightning Protection Standard.
- m) The electrical works is to be carried out in compliance with the requirements of SANS 10142-1 (The wiring of premises Part 1: Low-voltage installations).
- n) The *Contractor* to ensure that all safety regulations and measures are applied and enforced during construction, and maintenance work on cabling, wiring, distribution boards and power outlets.
- o) All work is to be executed and supervised by suitably qualified staff. Only "ACCREDITED PERSONS" are to be permitted to carry out and supervise work.
- p) The works must be supervised by a full time registered "MASTER ELECTRICIAN".

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- q) The *Contractor* to allow for the removal, making safe, interim safe keeping and returning to the client, all existing electrical equipment, distribution boards, wiring, cabling, socket outlets and isolators.

4.3.6 Control and Instrumentation System Design

The *Contractor's* HVAC/Electronic discipline is responsible for the detailed design; plant and material selection; installation and as built drawings; testing, and commissioning documentation; operating instruction and maintenance manuals; and inspection record cards/checklists of the complete HVAC standalone equipment controls that are to interface with future Building Management System (BMS) and existing Fire Detection System (FDS).

The *Contractor* is responsible for all logical programming in accordance with *Employer's* Operating and Control Procedures. If the plant OEM provides field controllers for their plants, the *Contractor* is responsible for the interface of these field controllers to the HVAC controllers.

The control system for HVAC is to be a stand-alone system. The system is to be designed to utilise standard sensors, transducers and actuators for the industry which have been field tested for the last two years. The control system must have capability to communicate with the standard HVAC equipment supplied, so that the sub-system can be tested, logged, stopped, started, load shed, reset temperature, and commanded at the central operator's terminal and locally, so as to manage the relevant sub-systems in terms of operation, energy and maintenance.

The monitoring (including control and operation when required) of the air conditioning and ventilation system is to be managed by means of HVAC controllers. Field controllers are to operate independently of the Human Machine Interface (HMI) system.

The HVAC controllers and associated instruments, if not contained within temperature and humidity-controlled environments, must be suitable for the environmental conditions prevailing at Matla Power Station, without any negative impact on the performance, reliability, availability, or life expectancy of the equipment. All equipment will also be provided.

The HVAC controllers are to be designed to utilise standard sensors, transducers and actuators for the industry which has been field tested within the last two years.

The HVAC controllers is to have a capability to communicate with the standard equipment supplied such as fans to enable monitoring of performance of the components and allow for subsystems to be tested, logged, and commanded at the central operator's terminal.

4.3.7 HVAC System Related Building, Civil and Structural Works Design

The *Contractor's* Civil/Structural/Builder's discipline is responsible for the detailed design; plant and material selection; installation and as built drawings; testing, and commissioning documentation; operating instruction and maintenance manuals; and inspection record cards/checklists of the complete HVAC related building *Works*.

Any civil works that requires changes/ modifications to the building structure must be signed of by a professionally registered Structural/Civil engineer.

The HVAC related civil, structural, and building *Works* includes the following but not limited to:

- a) HVAC equipment supports
- b) Penetration ductwork and cabling through walls.
- c) Drains connections.
- d) Hoisting and rigging of HVAC equipment.
- e) Removal, re-instating and replacing of ceiling panels where required.

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4.3.7.1 HVAC Supports

Floor mounted HVAC equipment is to be mounted onto concrete plinth, which protrudes at least 50mm above finished floor level. Vibration elimination rubbers are to be provided between HVAC equipment and the concrete plinth.

All piping and cabling is to be mounted onto cantilever brackets or equivalent means with vibration elimination rubbers provided between the units and the brackets.

A structural integrity assessment is to be carried out by the *Contractor's* Structural Engineer to verify that the existing structures can support the HVAC equipment. The assessment report is issued to the *Employer* along with the relevant recommendations for acceptance. The *Contractor* conducts all remedial works as per the accepted assessment report.

All the Civil and Structural design and construction work required during the execution of the scope is the responsibility of the *Contractor*. The Civil and Structural design and construction work is executed in accordance with 240-56364545 - Structural Design and Engineering standard. Design loading is in accordance with SANS 10160, structural steel design is in accordance with SANS 10162 and structural concrete design is in accordance with SANS 10100.

4.3.7.2 Penetration of Ductwork and Cabling Through Walls

The *Contractor* ensures that all openings created in the walls to accommodate ductwork work and cabling are adequately secured to ensure that the existing fire rating of the building is maintained.

The *Contractor* ensures that all openings created on load bearing walls and floors do not compromise the structural integrity of the walls. The *Contractor* ensures that all openings created do not compromise or impact any steel reinforcement existing in the structural walls.

The *Contractor* ensures that all openings created on the walls to accommodate duct work, pipe work and cabling are adequately sealed to ensure that the existing fire rating of the buildings are maintained. All the fire barriers and seals are in accordance with 240-54937450 - Fire Protection & Life Safety Design Standard.

4.3.7.3 Drains Connections

The *Contractor* provides drainage points necessary for the operation of the HVAC System.

4.3.7.4 Hoisting and rigging of HVAC equipment

The *Contractor* provides the following to complete the *Works*:

- a) All scaffolding required.
- b) Any equipment necessary to complete the *Works*.
- c) Lifting facilities.

The *Contractor* supplies, installs, maintains, and removes all temporary construction facilities and utilities necessary to provide the *Works*.

4.4 HVAC PLANT AND MATERIAL SELECTION

The complete HVAC system is to be procured, manufactured, supplied, delivered, installed, commissioned, and tested in accordance with the requirements of Eskom General Technical Specification for HVAC Systems (240-102547991).

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4.5 PROCEDURE FOR SUBMISSION AND ACCEPTANCE OF CONTRACTOR'S DESIGN

The procedure for submission and acceptance of Contractor's Design is detailed under 7.5.6 of the specification.

The following documents are supplied to the *Employer* by the *Contractor* as a minimum.

- a) Detailed design report, including detailed calculations such as hydraulic and pipe stress analysis (where required), pipe supports, handers and racks. The detailed design report is to be signed by PrEng/PrTech from each of the relevant disciplines.
- b) Documents including equipment data sheets and specification for selected equipment, electrical cabling and other associated equipment.
- c) Lightning and Surge Protection plus Earthing resistance methodologies
- d) Dimensioned shop drawings showing the general arrangement of all plant and equipment including isometrics and P&ID's or PFD's where required. Sufficient views must be given to ensure clarity and the drawings are to have at least a plan and two different elevations or sections giving overall dimensions.
- e) Dimensioned shop drawings showing proposed method of fixing of all the plant and equipment
- f) Detailed electrical wiring diagrams including schematic and control circuits.
- g) Detailed sequencing manner for installation procedure of *Works*
- h) Detailed programme for the *Works* in sufficient detail as to represent the units of work to enable the representative to assess the progress of the *Works*
- i) Technical specification and literature for all items of equipment that forms part of the complete installation
- j) Proposed corrosion protection systems, including data sheets for coating proposed of equipment
- k) List of recommended spares and technical specifications for the spares, part numbers and the stock levels required
- l) Detailed building *Works* for complete *Works*. All building works calculations and analysis models to be submitted in native format as well as in doc/pdf format as part of the detailed design report.
- m) Detailed maintenance, reliability, control, and operating philosophies
- n) Testing, balancing, and commissioning procedures
- o) Plant and material acceptance testing
- p) Detailed operation & maintenance manuals with As-Built drawings & Commissioning Results
- q) Plant codification lists for each section of the *Works*
- r) Construction competition reviews
- s) Acceptance testing reviews
- t) Quality assurance reports
- u) Close out reports

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4.6 OTHER REQUIREMENTS OF THE CONTRACTOR'S DESIGN

The *Contractor* is to comply with all legislated safety requirements as well as *Employer's* health and safety standards.

The decommissioning, removal of all redundant equipment and making good where required is to include the following, however not limited to:

- a) The *Contractor* is responsible for decommissioning, dismantling, removal, lifting, transport and storing (including making good thereof) of existing redundant or retired equipment to the allocated space provided by the *Employer*.
- b) The scrapping of the existing equipment to the nearest scrapyard outside of Matla Power Station will be the responsibility of the *Employer*. The responsibility of the *Contractor* is the removal of existing equipment, storing it and making good thereof.

The term "making good" refers to the following, however not limited to:

- a) All areas where old plant or material is removed on the plant are made neat by means of closing of holes, grinding of old anchor points and welding, repainting, and resurfacing.
- b) The interface point between the new system and existing plant or material is made neat and functional to prevent weak points in the final delivered product e.g. the fixing of brackets and supports of interface boxes, covers, locking nuts etc.

The *Contractor* provides all scaffolding, crane, transport, etc necessary for decommissioning, dismantling, removal, lifting, transport and storing of existing redundant or retired equipment to the allocated space provided by the *Employer*, and scraping thereof.

The *Contractor* provides dust sheets and everything necessary for clearing and removal of all rubble due to the work, for the protection of the work from damage due to the operations. *Contractor* is to take adequate precautions to the satisfaction of the *Employer* to prevent damage to existing apparatus during erection operations.

The retired HVAC equipment is to be decommissioned and dismantled according to the manufactures' instructions and the relevant codes & standards. The retired HVAC equipment containing a refrigerant is to be pumped down of both refrigerant & oil and should be labelled as containing no refrigerant as soon as it's been decommissioned, dismantled, and stored away.

Items to be removed are marked clearly before decommissioning start in order to avoid the removal of incorrect plant or material.

All existing plant that is removed is deemed re-usable and remains the property of the *Employer*.

Decommissioning and dismantling of retired HVAC equipment that maybe required for future use should include the following however not limited to:

- a) Disconnection of power supply and making safe thereof.
- b) Disconnecting of water supply and draining of, to nearest drain point.
- c) Removal of all refrigerants into approved recovery approved containers for retention or returned to the supplier or manufacturer for reclaiming as defined by SANS 10147, SANS 10250, ISO 11650, BS EN 378-4 or any relevant standard.
- d) Charging of the closed loop with dry nitrogen to help prevent contamination of the system.
- e) Inspection of the equipment at regular intervals to ensure that adequate pressures are maintained, to prevent contamination during the one (1) year maintenance period.

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- f) The refrigerant charge where required, on larger equipment should be pumped down and isolated in the receiver or receiver condenser storage, providing valves are holding and there is a pressure relief device to protect the vessel in accordance with the appropriate code requirements.
- g) Safe dismantling of the existing machines and the safe removal from site to the allocated storage area provided by *Employer*.

4.7 DESIGN OF EQUIPMENT

The minimum general HVAC equipment design criterion that is to be met is as follows:

- a) The equipment is to be designed to facilitate efficient manufacture, inspection, transportation, installation, maintenance, cleaning, and repairs.
- b) The equipment is to be designed to ensure safe and satisfactory operation for at least 15 years for DX system; under the conditions prevailing at Matla Power Station in Mpumalanga.
- c) The equipment is to be designed to prevent undue stresses being produced by expansion and contraction due to temperature change and other local natural and manmade conditions.
- d) The equipment is to be designed to keep maintenance costs to a minimum.
- e) The equipment is to be designed to comply with all the legal requirements in respect of safety and the prevention of environmental pollution.
- f) The equipment is to be designed to satisfy any specific requirements contained in the relevant statutory codes and standards.
- g) The equipment is to be designed for operation of 365 day per annum, 24hrs per day.
- h) The equipment is to be designed such that all material from which the equipment is manufactured from is compatible with the intended duty and service conditions. All equipment is suitable treated and protected from corrosion.
- i) After the design freeze, the information stated in the data sheets is to be fully complied with through the installation, unless otherwise agreed upon by both *Eskom & Contractor* in writing.

4.8 EQUIPMENT REQUIRED TO BE INCLUDED IN THE WORKS

The *Contractor* is required to provide lifting facilities and other equipment required for the execution of the complete *Works*.

4.9 AS-BUILT DRAWINGS, OPERATING MANUALS AND MAINTENANCE SCHEDULES

The importance of managing the "as-built", "operate-to" and the "maintain-to" operation and maintenance manuals including maintenance schedules for each piece of equipment is critical to the life of the plant. The operating & maintenance manuals are to be detailed enough to operate, maintain, dismantle, reassemble, adjust, and repair plant & equipment.

4.9.1 As-built Drawings

The *Contractor* is to provide "As Built" drawings based on the shop drawings embodying all modifications made during construction. The "As Built" drawings are to include general arrangement and sections of all plant and equipment including isometrics and P&ID's or PFD's.

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Safety, instrumentation, control, and operation drawings are to also be included "As Built" drawings indicating the intended functioning, capacity data and control functioning of all Systems.

The As Built drawing is to indicate all relevant plant coding and labelling. The determination of these codes and labels are to be done in accordance with the documents listed in this Technical Specification.

Two hard copies and one soft copy of "As Built" drawings are to be submitted to the *Employer* for approval.

4.9.2 Operating Manuals and Maintenance schedules

The Operating & Maintenance Manual must describe how the facility is to be operated and by whom, as well as the desired level of training and orientation required for the building occupants.

The operation and maintenance manuals are to consist of the following as the minimum:

- a) List of Contents (Index)
- b) Introduction
- c) General description of the functions of each of the Systems including detailed description of each element of each System, how it functions, how it operates and how to maintain it and what stock or tools to carry.
- d) Full as-built drawings and detailed drawings, brochures and catalogues for each System and each element of each System.
- e) The format of the O&M documentation is to be A4 and is to be a specially bound document with hard cover and with metal ring binding. (All drawings folded into A4 format.)
- f) The names, addresses and telephone/fax numbers/email addresses of all responsible persons and manufacturers/suppliers are to be listed in the O&M document.
- g) A full list with reference numbers are to be included to enable the *Employers* O&M staff to order materials and equipment.
- h) Colour diagrams are to be provided to illustrate the operation and function of each System with reference to the relevant as-built drawings or brochures of equipment. These diagrammatic drawings are to also indicate the locations of valves with their numbers.

5. PROCUREMENT

5.1 PLANT AND MATERIAL

5.1.1 Quality

The *Contractor* is not to use Plant or Materials which are generally recognised as being unsuitable or otherwise to be avoided for the purpose for which they are intended.

Only components of high reliability are to be utilised, with a proven operating history, to enable the Plant to achieve required reliability and availability. Plant and Material design, engineering, and manufacture to accord with the best modern practice applicable to high-grade products of the type to be furnished, so as to ensure the efficiency and reliability of the *Works* and the strength and suitability of the various parts for the *Works*.

Plant and Materials withstands ambient conditions and the variations of temperature arising under working conditions without distortion, deterioration, or undue strains in any part.

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All parts are made accurately, and where practicable, to standard gauges so as to facilitate replacement and repairs. Like parts are interchangeable.

No repair of defective Plant and/or Materials are to be permitted without the *Employer's* approval and any such repair, if approved, are to be carried out to the satisfaction of the *Employer*.

The *Employer* is free to specify hold and witness points during the installation and on-site testing stages of the project. The *Contractor* issues preliminary notification of such hold and witness points as per agreed schedule to the *Employer* and confirms such hold and witness points at least seven working days prior to the activity.

Typical hold points are listed below:

- a) Design Review
- b) Factory Acceptance Test
- c) Delivery to Site
- d) Erection
- e) Site Acceptance Test
- f) All manuals and drawings (in the specified format)
- g) Commissioning

In addition to maintaining appropriate inspection and test records to substantiate conformance to requirements, the following records are safely stored for a minimum period of seven (7) years following the final completion of the *Works*:

- a) Construction, layout and component approvals
- b) Type and routine test certificates
- c) Construction drawings and approvals

After this period, the *Contractor* offers these records to the *Employer* (in writing) and obtains a disposal instruction.

Documentation regarding quality procedures is submitted as per agreed schedule after Contract Award. The *Employer* is review and comment on the acceptability of these documents in a time frame as per the requirements of the contract for contractual correspondence. If controlled copies of these documents have been submitted to the *Employer*, then the controlled copy numbers may be quoted in the submission.

5.1.2 Plant & Materials Provided "free issue" by the *Employer*

- None.

5.1.3 *Contractor's* Procurement of Plant and Materials

The *Contractor* is to take all necessary steps to ensure that all Plants and Materials are adequately protected against damage during shipping, transport, and storage.

5.1.4 Spares and Consumables

The *Contractor* provides as part of the operating & maintenance manual, a recommended parts list as well as a proposal for the execution thereof:

- a) The *Employer* is responsible for procurement of recommended spares.
- b) The *Contractor* is responsible for ensuring that consignment spares are available in time of need.

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Each recommended spare part is to be uniquely identified with a part number, which can be cross referenced to a part list and associated drawing. The *Employer* prefers that support from the OEM is available locally in South Africa.

5.2 TESTS AND INSPECTION BEFORE DELIVERY

The *Employer* carries out quality inspections at own discretion. The *Employer* is to inspect and approve stages of manufacture of all equipment necessary to ensure the correct quality of equipment as prescribed in the approved project quality plan.

All inspections and testing to be performed in accordance with the Quality Control Procedure (QCP) developed by the *Contractor* after approval by the *Employer*.

The *Contractor* is to provide facilities for inspection of all items of equipment at the place of the manufacture and this requirement is to be extended to all *Sub-contractors* and suppliers. All material labour or assistance, tools, gauges, articles or apparatus that the *Employer* may require for the purpose of testing, gauging and inspection, are to be provided by the *Contractor*. The *Contractor* is to provide all such facilities for testing and the contract price is to include for this.

The *Employer* reserves the right to reject items that do not conform to the *Employer's* requirements. When the plant has passed the test referred to in this specification, the *Employer* is to furnish to the *Contractor* a certificate or endorse the *Contractor's* test certificate to that effect. Examination by the *Employer* is not to relieve the *Contractor* from the responsibility of carrying out all tests which may be necessary to ensure the required standard of manufacture or from any obligations in terms of the contract.

The achievement of adequate standards during the tests at the place of manufacture, if performed, is only the first requirement. The final criterion is the performance onsite, and any of the requirements which prove defective due to bad workmanship or material are to be replaced forthwith by the *Contractor* at his/her own cost on the instruction of the *Employer*.

The following tests are conducted by the *Contractor* and are to be witnessed by the *Employer* at the manufacturer's *Works* or *Contractor's* premises as a minimum requirement:

- a) Visual inspection of the equipment.
- b) Review of the certification requirements.
- c) Functional tests of the systems and controls including starting & stopping procedures.
- d) Inspection of paint work and corrosion protection.
- e) Verification that all components are delivered to the *Contractor's* premises.
- f) Verification that all power plugs is correct.
- g) Verification that components installed is correct.
- h) Verification that all labels are correct.
- i) Phase rotation.

5.3 MARKING PLANT AND MATERIAL OUTSIDE THE WORKING AREAS

All Plant and Material paid for by the *Employer* must be clearly labelled as being the *Employer's* property.

5.4 CONTRACTOR'S EQUIPMENT (INCLUDING TEMPORARY WORKS)

The *Contractor* provides the following to complete the *Works*:

- a) All scaffolding required.

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- b) Any equipment necessary to complete the *Works*.
- c) Lifting facilities.

The *Contractor* supplies, installs, maintains, and removes all temporary construction facilities and utilities necessary to provide the *Works*.

6. CONSTRUCTION

6.1 CONSTRUCTION OF HVAC WORKS

The construction of the new HVAC system is to be undertaken while Matla Slurry Plant Substation remains live during the complete duration of the execution of works. Hence, the installation of new HVAC system is to be carried out in a systematically manner to ensure no loss of air conditioning in essential areas can be accommodated at any stage.

6.2 COMPLETION, TESTING, COMMISSIONING AND CORRECTION OF FAULTS

6.2.1 Work to be done by the Completion Date

The contract is deemed to be complete when the following have been completed in accordance with the relevant specifications:

- a) The Plant is erected, and commissioned
- b) Signed erection and safety clearance certificates.
- c) The final as built drawings have been submitted.
- d) All documentation has been submitted including testing reports and the associated certificates received. All Quality Control Plan (QCP) documentation received. Final draft of the technical, operating, maintenance manuals delivered.
- e) The plant and all documentation, drawings are coded and labelled.
- f) All special tools have been supplied.

6.2.2 Materials Facilities and Samples for Tests and Inspections

The *Contractor* provides all Materials, facilities and/or samples required for tests and inspections.

The *Employer* reserves the right to call for samples of equipment offered to inspect the workmanship as the work proceeds and either accept or reject the equipment or workmanship. The *Employer's* approval of the design, material and workmanship are to in no way reduce the *Contractor's* liability to provide a complete and proper working plant which is abreast with modern technology.

The *Contractor* must allow for control samples of the following which are to be approved by the *Employer* and are to be held in the site office to establish the quality standards:

- a) Control sample of ducting to establish the ductwork quality standard.
- b) Control sample of welded, insulated, and cladded piping to establish the pipework quality standard.
- c) Air terminals

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6.2.3 Commissioning

The complete HVAC system with interfaces are to be commissioned in accordance with the following SANS and Chartered Institution of Building Services Engineers (CIBSE) codes or such other recognized commissioning procedure or code approved by the client:

- a) Air distribution systems
 - i. SANS 10173: Code of Practice for the Installation, Testing and Balancing of Air Conditioning Ductwork, or
 - ii. CIBSE Commissioning Code A: 2006 or latest revision
- b) Automatic controls: CIBSE Commissioning Code C: 2001 or latest revision
- c) Refrigerating Systems: CIBSE Commissioning Code R: 2002 or latest revision

The *Contractor* does comprehensive pre-commissioning, commissioning as well as quality monitoring on all the HVAC and its sub-systems and is to provide a report with the following details.

- a) Demonstrate that the services were commissioned in compliance with SANS OR CIBSE Commissioning Codes or ASHRAE Commissioning Guideline for all mechanical services.
- b) Include commissioning dates, records of all functional/commissioning testing undertaken, a list of any future seasonal testing, and a written list of outstanding commissioning issues.
- c) Include the outcomes and changes made to the building as a result of the commissioning process, accounting for all of the recommendations; and
- d) Reference appended extracts of commissioning records for major plant and equipment.
- e) Ensures that the correct performance of the equipment, safety of plant and personnel, and compliance with the Technical Information before commissioning of plant commences is achieved.

The commissioning procedure to be adopted is prepared by the Commissioning Authority. During commissioning the *Contractor* set the installation to work and competent personnel demonstrates and explain the operation and maintenance procedures for the installation and for each item of plant to the *Employer*. During commissioning if any item is found to be unsatisfactory the fault is rectified and/or new components fitted and commissioned by the *Contractor* at their own expense. The *Contractor* then rebalances and commission the system or part thereof affected at their own expense.

After successful completion of the commissioning and proof period of the installation and any maintenance materials as listed in the Specification and those normally supplied by equipment manufacturer are handed over, the maintenance period commences. Items of equipment which are of a specialist nature e.g. automatic controls etc. are to be commissioned by the manufacturer's representative who instruct the *Employer* on the function and proper operation of the equipment.

6.2.4 Start-up Procedures required to put the Works into Operation

No alterations or adjustments are to be made to the *Works* after functional checks are done without the *Employer's* written permission.

At this stage the following is to be achieved:

- a) Installation and pre-commissioning completed.
- b) Testing report and the associated certificates received.

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- c) Signed erection and safety clearance certificates.
- d) Final draft of the technical, operating, maintenance manuals delivered.
- e) All Quality Control Plan (QCP) documentation received.

6.2.5 Take Over Procedures

The *Employer* takes over the *Works* on the date of safety clearance of the HVAC and its sub-systems in accordance with the sectional completion dates of the Accepted Program.

6.2.6 Performance Tests after Completion

All HVAC systems are to be subjected to performance tests under full working conditions as follows:

- a) The *Contractor* is to supply the necessary field-testing instruments (thermometers and flow meters etc) and detailed description of field-testing arrangement to prove a capacity/performance measurement accuracy of $\pm 5\%$ for equipment supplied.

6.2.7 Training and Technology Transfer

After completion of the contract, the *Contractor* is required to provide training and transfer system knowledge to the *Employer* by submitting documented Design Intent, As-built drawings, Operational and Maintenance Manual, Commissioning Records, Commissioning Report and by providing training on all the systems to the *Employer's* personnel to ensure that they have all the information and understanding needed to operate and maintain the features and systems in the various areas.

The *Contractor* is to provide on-site training and training material to the Engineers, Operators and Maintenance personnel prior to taking-over of the *Works*. The training is preferable to be offered during the commissioning and testing for a minimum of ten (10) personnel. The *Contractor* is to, prior to handing over of the *Works*, satisfy the *Employer* that maintenance, engineering, and operational personnel are competent and adequately trained to maintain and operate the equipment supplied.

The training is to cover the following, however not limited to:

- a) Information provided in the design intent report (including energy/environmental features)
- b) Review of controls set up, programming, alarms, and troubleshooting
- c) Review of O&M manuals
- d) Building operation (start up, normal operation, unoccupied operation, seasonal changeover, shutdown)
- e) Measures that can be taken to optimise energy efficiency
- f) Occupational health and safety (OH&S) issues
- g) Maintenance requirements and sourcing replacements
- h) Obtaining and addressing occupant satisfaction feedback
- i) Development and creation of HMI mimics, logic, and parameters

Steps for conducting On-site Training are to include:

- a) Preparation
- b) Introduction
- c) Explanation
- d) Demonstration

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- e) Practice Under Supervision
- f) Conclusion

The operating and maintenance manual are to be available during the training of *Employer's* personnel. *Employer's* personnel are to be made familiar with the contents of that manual.

6.2.8 Operational Maintenance after Completion

After successful completion of the commissioning and proof period of the installation and any maintenance materials as listed in the Specification and those normally supplied by equipment manufacturer are handed over, the maintenance period commences. The *Contractor* is to execute maintenance and maintenance management under the supervision of *Employer* for a period of 12 (twelve) months from the date of handing over of the HVAC System.

The *Contractor* is to return to site following the issuing of the Taking over Certificate whenever is required or as defined by the detailed maintenance schedule submitted on Operating & Maintenance manuals. The minimum intervals for the *Contractor* to be onsite for inspection after taking-over of *Works* are to be 3, 6, 9 and 12 months respectively.

A report after each visit is to be submitted to the *Employer* in writing. The *Contractor* is to rectify such items in accordance with the requirements of the conditions of Contract. The *Contractor* is responsible for any faults that may arise during the guarantee and maintenance period and will be called out to repair such faults as required; therefore, it is important that a responsible/contact person and alternatives are to be provided as part of the Operating & Maintenance manual submissions.

The *Contractor* is to make all adjustments necessary for the correct operation of the plant and equipment for a period of 12 (twelve) months after the date of issue of taking-over certificate. The *Contractor* is to make good any faults due to inferior material or workmanship that may arise during this period. If during this period, the plant is not in working order for any reason for which the *Contractor* can be held responsible or if the plant develops faults, the *Contractor* will be notified, and immediate steps are to be taken by him to remedy the faults or to make any adjustments required. Should such faults occur so frequent as to become objectionable or should the equipment otherwise prove unsatisfactory during the above-mentioned period, the *Contractor*, if called upon by the *Employer*, is to replace at his/her own expense the whole or such parts thereof as the *Employer* may deem necessary, with apparatus to be specified by the *Employer*.

Final acceptance is to be taken once all the equipment has been replaced and the plant is in working order again. The *Contractor* is to confirm by means of instrumentation that the plant is delivering the same duty that it was at first acceptance. These readings and measurements are to be witnessed by the *Employer*.

6.2.8.1 Principles of Effective Maintenance and Maintenance Management

The following principles are to prevail to ensure effective maintenance management and maintenance of the HVAC facilities/equipment, namely:

- c) The principle of disciplined configuration management/control is to be complied with during this period. The maintenance execution should apply strict control/discipline not to change/alter the configuration status of the equipment without either approval by or notification of the change. The importance of managing the "as-built", "operate-to" and the "maintain-to" information data packs (operation and maintenance manuals including maintenance schedules for each piece of equipment) of the equipment. Any discrepancies between the actual configuration and the information data pack information could lead to cost-inefficient maintenance (wrong information on equipment leads to wrong maintenance execution and therefore the operation and maintenance manual will be 100% correct.

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- d) The principle of applying optimum maintenance management and the desire to continuous improvement, learning from lessons of the past and wanting to apply intelligent maintenance management principles, should be accommodated as the driving force for maintenance management. The *Contractor* will therefore start with the built of each HVAC Systems history for future continuous improvement.
- e) The sound principle of the maintenance Contractor having an independent quality assurance (QA), quality control (QC) and even an inspectorate service of the maintenance execution, where the *Employer* should only execute quality assurance (check a % of the QA and QC of the *Contractor*). It is therefore the responsibility of the *Contractor* to provide the *Employer* with maintenance QC lists and QA methods that are to be used during the one-year maintenance period.
- f) Management information is of the utmost importance, especially in areas where huge sums of money are spent or where decisions are highly dependent on accurate information. Good performance measurement and management is highly dependent on accurate information (Maintenance report back information). The *Employer* will determine with the *Contractor* before *Works* completion, the maintenance information requirements and format that will be provided by the *Contractor* during the maintenance period.
- g) Given the complexity/diversity of the HVAC equipment, it becomes obviously important to name and number the different System equipment to determine the exact maintenance history of each piece of equipment during the maintenance year and thereafter. The *Contractor* will therefore number each unit of each System in accordance the numbers that will be provided by the *Employer* before the *Works* commences.
- h) Statutory regulations and Eskom standards should be adhered to in the maintenance execution period in conjunction with the normal preventative and corrective maintenance actions. Where facilities/equipment is found that do not comply are to be rectified to create a working environment that is safe and without risk to safety and health. The SANS 10147 is an OHS Act Regulation and should always be complied with during the maintenance period.
- i) Although the initial focus of maintenance management should be on optimising/reducing the maintenance-cost, the focus should shift to incorporate optimising/reducing of the entire operating cost and ultimately optimising/reducing the life cycle cost (LCC). The *Contractor* will therefore incorporate measurements such as "Coefficient of Performance" (COP) measurements as part of the year's PM maintenance program. Other energy saving methods will be provided by the *Employer* to the *Contractor* to be included in *Contractors* PM schedule. Power consumption readings of each System provided with meters will be part of the *Contractor's* monthly Planned Maintenance (PM) schedule.
- j) Trade-off studies should continuously be analysed or conducted to ensure optimal use of preventative maintenance and corrective maintenance for each respective/individual situation (e.g. - more preventative, less corrective to increase item MTTF/MTTR).
- k) Trade-offs regarding repair or replace decisions should continuously be made, as well as decisions on whether equipment/Systems should be phased out due to too high operating cost. Trade-offs involving decisions to purchase more reliable equipment with lower maintenance cost versus less reliable (also less costly) equipment with higher maintenance-cost will be executed.
- l) A strategy will be developed by the *Contractor* regarding different standard levels of repair during the maintenance period in order to ensure focus/cost-effectively of the *Contractor's* service (supplier cost versus *Contractor* cost).
- m) Re-commissioning of equipment after System breakdowns will be implemented as part of the *Contractor's* Corrective Maintenance (CM) procedure.

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- n) The *Contractor* will provide a maintenance service to the level defined in a quality plan (service level agreement standard). All the activities performed will comply with the required standard. The *Contractor* will supply procedures, documentation, and testing methods to support the committed level of service. The *Contractor* will have a documented process that verifies that all Matla Power Station Slurry Plant Substation HVAC requirements (maintenance specification requirements and standards) are met. The PM and CM response times as required by *Employer* will be applied by the *Contractor* during the year maintenance period. Refer to *Employer* maintenance response times in accordance with the Service Level Agreement (SLA) between *Contractors* and *Employer*.

6.2.8.2 Service Level Agreement

The *Employer* expects the *Contractor* to at least meet the following service requirements however not limited to:

- a) Ensure a continuous supply of conditioned air to all the facilities requiring conditioned air and that are fitted out with HVAC equipment.
- b) Restore any interruption to conditioned air supply within the agreed restoration times.
- c) Maintain an accurate database of all assets maintained.

6.2.8.3 Maintenance Requirements After Completion of Works

The *Contractor* is to be responsible for any failures as a result of the installation during this period.

A maximum response time of 2 hours will be allowed for all failures from the time the notification had been delivered to the *Contractor*.

The planned maintenance is to be execution in 3-monthly maintenance service, except if the OEMs recommend a different service interval; the later are to take preference. The *Contractor* will provide a PM schedule that will include the following:

- a) Inspections time periods of applicable HVAC equipment/items including manufacturer's inspection requirements.
- b) All HVAC equipment/items that require cleaning, removal of contaminants and waste, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, rust prevention, touch up, refrigeration charge, servicing, inspection, replacement, re-installation, troubleshooting and calibration during a specific period e.g. weekly, monthly, 3 or 6 monthly, yearly or when required such as dirty filters, evaporators, etc. This is to include the manufacturer's maintenance requirements.
- c) The schedule will be associated with PM guides/instruction list indicating the function to be executed and the material to be used for each piece of HVAC equipment that will be used by the *Contractor* during the one-year maintenance period. Each guide/instruction list will include the General instructions, Special instructions, Tools, and materials to be used, List of codes/standards that are applicable to the equipment being maintained and Maintenance check points & maintenance execution including manufacturers maintenance requirements.
- d) The *Contractor* will indicate all materials to be used for each instruction e.g. "Replace or clean filters if required" – Material required = Three (3) panel filters (600mm X 600mm X 50mm).

A process used to determine maintenance requirements of any physical asset in its operating context is to make use of the "Reliable Centre Maintenance" (RCM) process (RCM by John Moubray – distributed by Butterworth-Heinemann) or similar. The RCM process entails asking seven questions about the asset or System under review, as follows:

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- a) What are the functions and associated performance standards of the asset in its present operating context?
- b) In what ways does it fail to fulfil its functions?
- c) What causes each functional failure?
- d) What happens when each failure occurs?
- e) In what way does each failure matter?
- f) What can be done to predict or prevent each failure?
- g) What should be done if suitable proactive task cannot be found?

To apply the above questions a table should be drawn up of each HVAC unit's component/item function, function failure, failure cause, failure consequences and proactive tasks. The *Contractor* will provide detail tables of each installed HVAC units items which will be discussed and agreed with the *Employer* before any maintenance tasks e.g. inspection period (e.g. daily inspections) or preventative maintenance tasks is taken up in the maintenance schedule (drawn up by the *Contractor*) that will be executed by the *Contractor* during the one year maintenance period.

6.2.8.4 Maintenance Information Requirements

The *Contractor* will provide maintenance information on each PM and CM executed during the one-year maintenance period. The report template to be used for providing the required reporting will be agreed upon between the *Employer* and *Contractor* before execution of the maintenance & servicing commences.

All PM's are to be executed by means of *Employer* request number which is to form part of the procedure.

Although maintenance is executed on a unit/System more detail is required of that unit/System and specific detail is required of the components/items of that unit/System as follows:

- a) Time reported or request/order generated
- b) Time in - Time *Contractor* arrived on site
- c) Time out - Time *Contractor* finished breakdown/complain
- d) Total time spend on breakdown maintenance
- e) Components/item description maintained
- f) Was component/maintenance item:
 - i. Repaired
 - ii. Replaced
 - iii. Inspected
- g) Remarks on repair, replace or inspection and quantity/number of materials used
- h) Power measured
- i) Cooling capacity measured
- j) COP (if applicable)
- k) Cost of maintenance or servicing

6.2.8.5 Maintenance Management

From information received on the PM's and CM's reports, logbook (produced by the *Contractor*) and *Employer* service requests, maintenance management will be executed by the *Contractor* in

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conjunction with the *Employer*. A maintenance meeting will be held once a month during the maintenance period where the *Contractor*, *Employer* will discuss all areas of the maintenance execution process, problems, maintenance information, and non-compliances and introduce maintenance management processes to be implemented by the *Contractor* during the maintenance period.

The following are some of the areas of maintenance on which maintenance management will be executed:

6.2.8.5.1 Improve Maintenance Cost-Effectiveness

The capability to improve maintenance cost-effectiveness will be developed by all parties at the monthly maintenance meeting, based on the data received from the *Contractor* and *Employer* requests. The following minimum capability will be developed:

- a) Failure Report Analysis (FRA). FRA will be done for each specific piece of equipment and the following analysis will be carried out:
 - i. Time between failures (TBF), draw a process control chart of the TBF showing the MTBF, each TBF as recorded in sequential order and TBF control limits.
 - ii. Monthly preventative and corrective maintenance times/cost. Draw a process control chart of the monthly time/cost showing average monthly time/cost spend on PM's and CM's.
 - iii. Draw a process control chart of the downtime showing the average downtime; each downtime as recorded in sequential order and downtime control limits.
 - iv. Draw a process control chart of the average availability, availability as calculated in sequential order and availability control limits.
 - v. Identify those entire specific pieces of equipment of which the most recent TBF, monthly cost, downtime or availability is outside the control limits of the specific of generic equipment type or downtime is not within specified/contracted levels.
 - vi. List the following for each of the above identified pieces of equipment for the most recent failure, as well as all previous failures:
 - All the failure descriptions
 - All the failure causes
- b) Corrective Action (CA). From the FRA, the activity report obtained from the maintenance contractor, as well as standardisation considerations, one of the following actions will be taken for each of those equipment identified in the previous section a):
 - i. Don't do any corrective action and monitor the performance of the specific piece of equipment.
 - ii. Replace the specific piece of equipment or phase the equipment out.
 - iii. Updates the "maintain to" info data pack (improve preventative maintenance such as more frequent lubrication etc. or specify a more realistic downtime values).
 - iv. Do maintenance concept trade-off studies and update the maintenance concept (i.e. improve the lines of repair, maintenance processes, inventory levels/contents (e.g. filters), etc.).
 - v. Carry out an equipment design/application analysis and/or a LCC analysis to determine whether it is cost-effective to change the equipment configuration (i.e. a different model/producer in need of more/less reliability, performance, capacity, etc.).

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6.2.8.5.2 Replace Identified Equipment As Soon As Possible

This task comprises that specific part of maintenance improvement whereby it is determined as soon as possible that the existing equipment should be replaced by other or new identical piece of equipment, mainly due to a result of an analysis showing that the existing equipment requires excessive maintenance and excessive costs. The disciplined replacement needs to be managed together with its configuration control regarding series number and warranty control. The equipment database needs to be updated and controlled.

6.2.8.6 Maintenance Guide for Three Monthly Service Or As Required

"Maintenance" or "CHECK" in the guide are to mean the efficient and effective examination, inspection, service, repair and replacement of components and parts of an air conditioning unit or System so that the air conditioning unit or System complies to the manufacturers, design and commissioning operational specifications and statutory/company requirements. This includes the cleaning, removal of contaminants and waste, correct adjustment, and setting, tightening, testing, fixing, refill, lubrication, balancing, rust prevention, touch up and refrigeration charge of the air conditioning unit or System.

The guide indicates maintenance check points, components and items that are all applicable to the different HVAC units and Systems of the company. When maintenance is executed in accordance to the guide the maintenance check points, components and items not applicable to the specific HVAC unit and System, are to be excluded from the service to be executed. The exclusion of any maintenance check points, components and items are to be the responsibility of the *Contractor*. Any error exclusions are to be the responsibility of the *Contractor* and no considerations are to be given to claims made by the *Contractor* for the rectification thereof.

The following schedule is to be used for execution of maintenance and commissioning tests.

Table 3: Guide For Execution Of Maintenance And Commissioning Tests

Check Points	Action
Compressor	Suction and discharge pressures, leaks, high- and low-pressure setting, mountings, current drawn
All coils	Finned surface area, coils fins, coils and plates, coil and plate mountings, leaks, temperature of refrigerant in, temperature of refrigerant out, air on coil temperature and air off coil temperature
Refrigeration circuits and accessories	Valves, piping, leaks and ice formation
All motors	Bearings, current drawn, speed, coupling, guards, shaft, protection, housing, mountings, belts, pulleys, gaskets, seals, nuts and bolts
All fans	Volume flow, bearings, seals, shaft, pulley, belts, protection, mounting, housing, blades, dampers, current drawn, bolt and nuts
Casing and frame	Openings, nuts, bolts, rust, paint, mounting brackets and covers
Filter(s)	Media condition, pressure difference, no bypass of air, seals, holding frame, catches and mountings
Louvers, dampers and grilles	Frames, blades, fixing, air throw, direction of discharge, mountings and supports

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Check Points	Action
Heaters	Elements, protection, safety, heating steps and mountings
Electrical	Compliance with regulations, electrical supply, conduit, joints, thermal blocks, wiring, cables, insulation, trunking, switchgear and protection
Controls	Wiring, sensors, set points, indicators, alarms and signalling
Sound	Required NC level.
Drainage	Piping, leaks, connections, fittings, joints, water flow, trap and clamps
Ductwork and insulation	Sheet metal, material, joints, seals, fasteners, seams, hangers, supports and clamps
Alarms	Casing, controls, wiring, indicators, communication and faceplates
Other actions however not limited to.	Clean condenser, cooling coil fins, drain pan and fans. Slime or mould found on the coils or drain pan are to be cleaned with appropriate solution
	Inspect all coil fins. Straight with a fin comb as required
	Remove dirt or rust from parts, casing and frame. Touch up as necessary
	Replace or clean filter if required
	Inspect and adjust air damper
	Lubricate motor and fan bearings
	Inspect gaskets. Look for leaks between unit and frame. Caulk as necessary
	Check for refrigeration leaks with leak detector and correct. Refrigerant charge as required
	Drain and clean humidifier if applicable
	Start unit and observe operation including all controls and set properly
	Check all temperatures and record (see general checkpoints)
	Check frame of unit for proper electric ground
	Replace covers, clean casing and louvres
	Check ductwork and alarms if applicable (see general checkpoints)
	Clean-up work area
Fill in and complete maintenance report	

7. CONFIGURATION AND DOCUMENTATION MANAGEMENT

7.1 DOCUMENT MANAGEMENT

All documents supplied by the *Contractor* are to be subject to Eskom’s approval. The language of all documentation is to be in English. All documentation is to be controlled and managed in accordance with Document and Records Management Procedure (32-6).

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7.2 DOCUMENT IDENTIFICATION

The *Contractor* is required to submit the Vendor Document Submission Schedule (VDSS) as per agreed dates to the delegated *Employer's* Representative. *Employer* will allocate document numbers on the VDSS and send back to the *Contractor* through the delegated *Employer's* Representative. The VDSS is revisable, and changes must be discussed and agreed upon by all parties. Changes in the VDSS can be additional documentation to be submitted, changes in submission dates or corrections in documentation descriptions, document numbers, etc. The *Contractor's* VDSS is to indicate the format of documents to be submitted.

7.3 DOCUMENT SUBMISSION

All project documents must be submitted to the delegated *Employer's* Representative with transmittal note according to Project / Plant Specific Technical Documents and Records Management Work Instruction (240-76992014). In order to portray a consistent image, it is important that all documents used within the project follow the same standards of layout, style and formatting as described in the Work Instruction. The *Contractor* is required to submit documents as electronic using SharePoint transmittal and hard copies and both copies must be delivered to the *Employer's* Representative.

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

- Project Plant Specific Technical Documents - Handover Works Instruction 240-124341168
- Project Documentation Deliverable Requirement Specification 240-65459834
- Technical Documentation Classification and Designation Standard 240-54179170
- Project/ Plant Specific Technical Documents and Records Management Work Instruction 240-76992014

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

- a) Title of the document
- b) Document unique identification number
- c) Revision number
- d) Name of discipline
- e) Reason for issuing/submission
- f) Sender's details
- g) Sent date
- h) Recipient's details
- i) Date received
- j) Quantity of documentation referenced on the transmittal
- k) Number of copies
- l) Format/medium submitted (e.g. paper, CD/USB Stick, etc)
- m) Sender signature
- n) Recipient signature, once submitted, to acknowledged receipt

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The format of the final documentation handover will be specified in the Vendor Document Submittal Schedule. The Vendor Documentation Submittal Schedule (VDSS) specifies the following:

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

The documents are to be submitted to the Eskom Representative accompanied by the Transmittal Note. The *Contractor* submits all documentation to the Eskom Representative as well as the Project's Documentation Centre in the following media:

7.3.1 SharePoint Transmittal

Electronic copies will be submitted to Eskom Documentation Centre via the SharePoint Transmittal space that will be setup for the project.

7.3.2 Bulk Submission

Electronic copies large for transmitting via SharePoint (>700MB) will be delivered on CD/USB Stick, large file transfer protocol and/or hard drives to the Project Documentation Centre. For bulk document submission, the following link can be used <https://zendto.eskom.co.za/>

7.3.3 Emails and other submission methods

Where applicable and contractually agreed, e-mail submissions can be used, as well as other submission methods employed in the relevant project e.g. Box; Norman Secure, etc

7.3.4 Hard Copies

Two hard copies of documents are to be submitted to the Employer's Representative accompanied by the Transmittal Note.

7.4 DRAWINGS FORMAT AND LAYOUT

The creation, issuing and control of all Engineering Drawings will be in accordance to the latest revision of engineering drawing Standard 240-86973501. Drawings issued to Eskom will be a minimum of two hardcopies and an electronic copy that is editable. The *Contractor* is required to submit electronic drawings in Micro Station (DGN) format, and scanned drawings in pdf format. No drawings in TIFF, AUTOCAD or any other electronic format will be accepted. Drawings issued to Eskom may not be "Right Protected" or encrypted. The *Employer* reserves the right to use these drawings to meet other contractual obligations. The *Contractor* is to include the *Employer's* drawing number in the drawing title block. Drawing numbers will be assigned by the *Employer* as drawings are developed.

The *Contractor* submits all drawings in accordance with the requirements stipulated in the *Employers* Engineering Drawing Standard 240-8673501. Manufacturing of the equipment

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commences when drawings are accepted for construction, by the *Employer*. Two paper print, editable native CAD format (.dgn, .dwg) and in .pdf format of each drawing are submitted to the *Employer* for acceptance as per agreed schedule before manufacturing of equipment commences, by the *Contractor*.

The *Contractor* submits a 3D Model in DGN or DWG format. The structure of the 3D model is to be according to the Plant Breakdown Structure. The 3D model is to clearly indicate all interfaces.

The *Contractor* submits all relevant drawings, documents and design information for approval before commencing any work. After the *Employer* accepts the drawings and design information, the *Contractor* is not allowed to depart from the accepted drawings in any way except when it is with the written consent of the *Employer*.

The *Contractor* is responsible for any error or deficiency in any drawings or documents supplied by him and for any loss, damage or expense arising out of such error or deficiency, notwithstanding that such drawing or document may have been accepted by the *Project Manager*.

Drawings are submitted to *Employer* in editable native CAD format (.dgn) and in .pdf format, after commissioning of the equipment. The drawings reflect any changes made during commissioning and are submitted as "As built" drawings.

The *Contractor* notes that all General Arrangement (GA) and detailed manufacturing and erection drawings become the property of the *Employer*. The *Employer* is permitted to purchase replacement parts off these drawings from the lowest cost suppliers.

7.5 CONFIGURATION MANAGEMENT

7.5.1 Plant Coding and Labelling

Coding and labelling of all Plant & Materials and documentation supplied is part of the *Works* and is the responsibility of the *Contractor*. The *Contractor* is to propose a plant and labelling system which is to be accepted by the *Employer* before any coding and labelling is to be undertaken.

7.5.2 Change Management

All Design change management is to be performed in line with the Eskom Project Engineering Change Management Procedure 240-53114026 and the *Employer* ensures that *Contractor* is provided with latest revisions of this procedure. Any uncertainty regarding this procedure is to be clarified with the *Employer* and clarification updates should be reflected in updated versions of this procedure.

7.5.3 Design Review Documentation

The *Contractor* conducts design reviews as per the *Contractors* official design review procedure. *Contractor* further takes note of the *Employers* Design Review Procedure 240-53113685 and participates in all design reviews as specified by the *Employer*. The *Employer* may "Accept"; "Accept with Comments" or "Reject". If required, the *Contractor* makes the necessary revisions on the documentation and ensures acceptance is obtained from *Employer*. The *Contractor* includes these design reviews as part of the schedule and suggests appropriate timing for such reviews.

7.5.4 Procedure for Submission and Acceptance of Contractor's Design

The *Contractor* ensures the following:

- a) The design is prepared, supervised, and managed in accordance with the *Employer's* principles and quality procedures.

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- b) The design is prepared, reviewed, and verified by individuals who are competent and are registered with ECSA or other international recognised bodies.
- c) The design of the *Works* complies with the Contract Specification, generic specifications, standards, drawings, the *Project Manager's* instructions, and other documents.
- d) The design is accurately recorded in the design submissions including calculations, verifications, detailed construction drawings, specifications, test and commissioning plans and operation and maintenance manuals.
- e) The design is reviewed and endorsed as compliant by an internal Reviewer prior to sending it for verification by the *Employer*.
- f) The design is developed and submitted for review in accordance with the Contract Specification and agreed schedule.
- g) All design information, data, drawings, and other documentation is produced for the *Works* in accordance with the Contract.
- h) The Detail design report is to be according to the *Employer's* Detail Design Report Template, 240-49910707.

7.5.5 Design Review Procedure

The *Contractor* is the Design Authority for HVAC System, Controls, Electrical, Civil, Structural and Building related *Works* of the contract as defined in the *Employer's* Design Review Procedure 240-53113685. The *Contractor* is responsible for following this design procedure and conducts all the design reviews as specified in this procedure. The *Contractor* is responsible for conducting the following reviews:

- a) Design Freeze Review (Detail Design)
- b) Pre-Commissioning Review
- c) Acceptance Testing Review
- d) Handover Review

For design review purposes the designs will be reviewed per part of the *Works* as well as an integrated design where all interface issues between the various parts are addressed as follows:

- a) The interim design stage will be an iterative process between the *Employer* and the designer with regular progress meetings.
- b) The interim design stage will culminate with the submission of a report.
- c) After receipt of the design report, the *Employer* will have ten (10) working days to review and submit comments to the designer.
- d) The designer will then have five (5) working days to submit the updated final design report.
- e) The submission will then constitute the End of Phase review and the *Employer* will accept the final design report with comments by the *Employer* and updates by the designer within five (5) working days.

7.5.6 Process for Submission of Documents

The *Contractor* submits all documents according to the templates that are referenced on the list of Standards. The process for the submission of documents is described below:

- a) The *Contractor* submits the documents/drawings to the *Employer*.
- b) The *Employer's* Document Controller registers the documents.

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- c) The *Employer's* Document Controller will supply the documents/drawings to all relevant parties within the *Employer's* project team.
- d) The *Employer's* project team reviews the documents/drawings and will submit all comments or inputs to the *Employer* and the *Employer* submits to the *Contractor* for consideration.
- e) If the *Employer* finds major deficiencies in the submitted documents/drawings, the *Contractor* revises the documents/drawings and resubmits to the *Employer*.
- f) The *Employer* reviews the documents/drawings and if no major deficiencies are found, the *Contractor* organises a Design Review session.
- g) The *Employer* and the *Contractor* conduct a Design Review.
- h) If any fundamental errors were found in the designs or further actions are required, the *Contractor* record all concerns raised and revises the designs.
- i) The *Contractor* organises a Design Review session once all designs were revised according to the concerns raised by the *Employer*.
- j) If no fundamental errors were found in the designs during the Design Review session, the *Contractor* compiles the Design Review minutes or report and submits it to the *Employer*.
- k) The *Employer's* Document Controller registers the report.
- l) The *Employer's* project team reviews the *Contractor's* report/minutes. If the report/minutes are not acceptable, the *Contractor* revises the report/minutes and resubmits to the *Project Manager*.
- m) The *Project Manager* accepts the *Contractor's* design once the report/minutes are accepted by the *Employer's* project team.

The *Contractor* is to implement the following activities for approval:

- a) The *Contractor* reviews, stamps, dates, and signs to signify his/her approval and submit in the manner required by the *Employer* in orderly sequence so as to cause no delay in the work, all *Contractor's* drawings, equipment selections and/or samples required by the *Works* or subsequently by the *Employer*. *Contractor's* drawings, equipment selections and samples are to be properly identified as specified or as the *Employer* may require.
- b) At the time of submission, the *Contractor* informs the *Employer* in writing of any deviation in the *Contractor's* drawings, equipment selection or samples from the requirements of the *Works*.
- c) Each individual plant & material selection submission is to be accompanied by a copy of the applicable detailed technical specification. Each clause of this specification to be marked "Complies" or "Does not comply", complete with reason stated, alternative offered and countersigned by the *Contractor*.
- d) Plant & material selection submissions are to be indexed similar to the index for plant & material part of the "Operating Instructions and Maintenance Manual".
- e) The *Contractor* is to submit two copies of drawings and plant & material selections along the channels agreed.
- f) By submitting drawings, plant & material selections and/or samples, the *Contractor* represents that he/she has determined and verified all site measurements, site instruction criteria, materials, catalogue numbers and similar data, and that he/she has checked and co-ordinated each services drawing and sample with the requirements of the *Works*.
- g) The *Employer* reviews *Contractor's* drawings, plant & material selections and samples so as to cause no delay, but only for conformance with the design of the *Works*. The

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Employer's approval of a separate item does not indicate approval of an assembly in which the item functions.

- h) The Contractor makes any corrections required by the Employer and re-submits the required number of corrected copies of the Contractor's drawings, plant & material selections or new samples until approved. The Contractor directs specific attention in writing on resubmitted drawings to revisions other than the corrections required by the Employer on previous submissions.

The following documents are supplied to the *Employer* by the *Contractor* as a minimum:

- a) Documents, including detailed calculations such as hydraulic and pipe stress analysis (where required), pipe supports, handers and racks,
- b) Documents including equipment data sheets and specification for selected equipment, electrical cabling and other associated equipment.
- c) Dimensioned shop drawings showing the general arrangement of all plant and equipment including isometrics and P&ID's or PFD's where required. Sufficient views must be given to ensure clarity and the drawings are to have at least a plan and two different elevations or sections giving overall dimensions.
- d) Dimensioned shop drawings showing proposed method of fixing of all the plant and equipment
- e) Detailed electrical wiring diagrams including schematic and control circuits.
- f) Compliance and Electrical Certificates
- g) Detailed sequencing manner for installation procedure of *Works*
- h) Detailed programme for the *Works* in sufficient detail as to represent the units of work to enable the representative to assess the progress of the *Works*
- i) Technical specification and literature for all items of equipment that forms part of the complete installation
- j) Proposed corrosion protection systems, including data sheets for coating proposed of equipment
- k) List of recommended spares and technical specifications for the spares, part numbers and the stock levels required
- l) Detailed building *Works* for complete *Works*
- m) Detailed maintenance, reliability, control and operating philosophies
- n) Testing, balancing and commissioning procedures
- o) Plant and material acceptance testing
- p) Detailed operation & maintenance manuals with As-Built drawings & Commissioning Results
- q) Plant codification lists for each section of the *Works*
- r) Construction competition reviews
- s) Acceptance testing reviews
- t) Quality assurance reports
- u) Close out reports

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7.6 TIME REQUIRED FOR ACCEPTANCE OF DESIGNS

The *Project Manager* will return one copy of the drawing marked “Accepted”; “Accepted with Comments” or “Rejected”. as may be appropriate.

The notations “Accepted” and “Accepted with Comments” authorize the *Contractor* to proceed with the manufacture of the Plant covered by such drawings subject to the corrections, if any, indicated thereon.

Where prints or drawings have been “Rejected” the *Contractor* makes the necessary revisions on the drawings and submit further copies for acceptance in the same procedure as for the original submission of drawings.

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

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

8. APPLICABLE STANDARDS AND CODES

Table 4: List of Applicable Standards and Codes

Number	Title
ASHRAE 15	Safety Code for mechanical refrigeration
ASHRAE 62	American Society of Heating Refrigeration and Air Conditioning Engineers. Ventilation for acceptable indoor air quality
ASHRAE 55	Thermal environmental condition for human occupancy
ASHRAE 52/76	Standard test method for filters
ASHRAE G1	Guideline for commissioning of air conditioning system
BS 8233	British Standard code of practice for sound insulation and noise reduction in buildings
BS 5720	British Standard Code of practice for mechanical ventilation and air conditioning
CIBSE Commissioning Code A	Air Distribution Systems
CIBSE Commissioning Code C	Automatic Controls
CIBSE Commissioning Code M	Commissioning Management
CIBSE Commissioning Code R	Refrigeration
CIBSE Commissioning Code W	Water Distribution Systems
ISO 900	Quality Management Systems
OHSACT	Occupational Health and Safety Act 85 of 1993
SANS 10400	The Application of the National Building Regulations
SANS 10108	The Classification of Hazardous Locations and the Selection of Equipment for Use in Such Locations
SANS 10103	The measurement and rating of environmental noise with respect to annoyance and to speech communication
SANS 61800	Adjustable speed electrical power drive Systems
SANS 10140-3	Identification color marking Part 3: Contents of pipelines

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Number	Title
SANS 10142-1	The wiring of premises Part 1: Low-voltage installations
SANS 10147	Refrigerating Systems including plants associated with air-conditioning Systems
SANS 10173	The installation, testing, and balancing of air-conditioning duct work
SANS 193	Fire dampers
SANS 1238	Air-conditioning ductwork
SANS 1287-1	Ventilation brattices and ducting Part 1: Flexible ducting
SANS 1287-2	Ventilation brattices and ducting Part 2: Brattices, unsupported
SANS 1424	Filters for use in air-conditioning and general ventilation
SANS 10139	Fire detection and alarm systems for buildings – System design, installation and servicing
32-6	Document and Records Management Procedure
240-53114186	Project Plant Specific Technical Document and Records Management Procedure
240-124341168	Project Plant Specific Technical Documents – Handover Works Instruction
240-76992014	Project Plant Specific Technical Documents and Records Management Work Instruction
240-65459834	Project Documentation Deliverable Requirement Specification
240-54179170	Technical Documentation Classification and Designation Standard
240-71448626	Project Plant Specific Technical Documentation Transmittal Template
240-53114026	Project Engineering Change Management Procedure
240-53114002	Engineering Change Management Procedure
240-53113685	Design Review Procedure
240-86973501	Engineering drawing Standard
240-53665024	Engineering Quality Manual
240-102547991	Eskom General Technical Specification for HVAC Systems
240-70164623	Eskom Heating Ventilation and Air Conditioning (HVAC) Design Guideline
240-143112846	Heating Ventilation and Air Conditioning (HVAC) System Work Instruction
240-56536505	Hazardous Locations Standard
240-56227443	Requirements for Control and Power Cables for Power Stations Standard
240-56356396	Earthing and Lightning Protection Standard
240-56364545	Structural Design and Engineering Standard
240-57617975	Procurement of Power Station Low Voltage Electric Motors Specification Standard
240-107981296	Constructability Assessment Guideline
240-56737448	Fire Detection and Life Safety Design Standard
240-54937439	Fire Protection – Detection Assessment Standard

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Number	Title
240-54937450	Fire Protection & Life Safety Design Standard
32-95	Occupational Health and Safety Incident Management Procedure
32-727	Safety, Health, Environment and Quality (SHEQ) Policy

LIST OF DRAWINGS ISSUED BY THE *EMPLOYER*

The following drawings are applicable to the contract and issued with this tender documentation for tendering purposes only:

Table 5: Existing HVAC Layout Drawings

Drawing No.	Sheet No.	Revision	Title
None	N/A	N/A	N/A

C3.2 *CONTRACTOR'S* WORKS INFORMATION

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

Typical sub headings could be

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

This section could also be compiled as a separate file.

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PART 4: SITE INFORMATION

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

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PART 4: SITE INFORMATION

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

1. Access limitations

The works is within the security area of Matla Power Station and access to the site will be governed by the terms and conditions lay down by the Station Security Officials from time to time. The Contractor shall satisfy himself as to these terms and conditions and shall price his works accordingly.

The Contractor shall liaise with Matla Power Station Security Staff in order to obtain temporary permits for his staff and vehicle, which will be working within the Station.

With the exception of Construction Plant, the Contractor shall be restricted to having only one other vehicle on site for transporting his employees and materials. Any other need is to be granted by the Employers Representative.

Personnel and vehicles entering and leaving the site are subject to routine searches and substance abuse testing.

The Contractor will have to obtain a "gate permit" from the Employers Representative, before materials and equipment can be removed from the site. The "gate permit" gives and itemized list of materials and equipment to be removed from site.

The Contractor shall make his own assessment of and shall allow in his rates for those access problems which may be encountered and no extra payment or claim of any kind will be allowed on account of difficulties of access to the Works.

2. Ground conditions in areas affected by Work in this contract

The Works are situated at Matla Power Station Slurry plant.

3. Hidden and other services within the *site*

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

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

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

5. Inspection on site

The *Contractor* shall take note of and allow in his price for any items which may not be clearly defined on the enquiry drawings and / or document / s submitted with this tender. He shall also ensure that surfaces

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to be protected are inspected in order to evaluate extent of surface preparation for which he will be responsible. All inspections with Matla Engineering are to be arranged 24 hours in advance.

6. Accommodation for employees

The *Contractor* is required to make sure of his own arrangements for the accommodation of his employees.

7. Telephone & telecommunications

A telephone is not available on site. Should the *Contractor* require one, he is to make his own arrangements with the relevant authorities. Should the *Contractor* wish to use radio communication equipment on site, he will make his own arrangements with the relevant authorities. In this case though, he is required to liaise with the Head of Security at the Station to ensure that there is no interference with existing channels or equipment.

8. First aid and fire fighting

Adequate first aid and firefighting equipment to be provided by the *Contractor* who also may in cases of emergencies or accidents call upon the services of the first aid and firefighting resources at the Power Station.

9. Welding on site

No welding will be allowed on site unless permission is granted in writing by the *Employers Representative*.

10. Safe plant isolations

It is the *Contractor's* responsibility to liaise with the *Employers Representative* in respect of safe plant isolations and all Eskom plant to be considered as live unit, such liaison is confirmed in writing.

11. Security, fire protection and safety

The *Contractor* shall be responsible for ensuring the security of the works, and of his plant, equipment and materials. To that end he shall make adequate provision for access control, lighting and watchman to the works where required.

12. Fire protection

The provision of Eskom's standard NWS 1494 "Fire Prevention and Protection of *Contractor's* premises at New Works sites" shall be applicable. The *Contractor* shall ensure that adequate firefighting apparatus is provided at all his work sites, and that his staffs are trained in the use of this apparatus.

13. Safety and incident prevention

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the Safety Regulations, as laid down at Matla Power Station. The overriding regulations will however be the Occupation Health and Safety Act.

14. Safety

The *Contractor* shall comply with

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- The Occupational Health and Safety Act, 1993, and all regulations made there under;
- All Eskom Safety and Operating Procedures.

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

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

The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract.

Do safety audits at the *Contractor's* premises, its work-places and on its employees;

Refuse any employee, sub-contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorised or qualifies in terms of the Act;

Issue the *Contractor* with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to in 1 above by the Contractor or any of its employees, sub-contractors or agents.

The *Contractors* safety file is to be submitted for approval to Matla's Safety Officer within five (5) days after order placement.

15. General

Contractor shall make provision in his rates for all costs involved in compliance with Security Requirements, Fire Protection, Safety and Accident Prevention. Eskom in this regard will entertain no claims for additional compensation.

16. Quality requirements

The *Contractor* shall be required to demonstrate by means of a Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with the Quality Control document NWS 1841/C1 and the Matla Quality Manual for *Contractor*. The Quality Control document is to be submitted for approval to Matla Engineering and Quality within five (5) days after order placement by the *Contractor*.

No work may commence unless the Quality Control document has been approved in writing and a copy submitted to *the Employers Representative*. *The Contractor*, in conjunction with Matla Engineering and Quality must sign off all Quality Control documents after completing all work on site. *The Contractor* to submit a copy of the final signed off document to *the Employers Representative* within 1 week after Completion of works.

17. Tender

Tender on the supplied Scope of Work shall be fixed and firm unless otherwise specified. The Tenderers shall include for compliance with all the provisions and requirements of site regulations and procedures in his pricing.

Any work not in the Scope of Work will be carried out only when the *Contractor* has received a signed variation order from Eskom.

Tenders must include for the official "Commissioning" and / or taking over or handing over" of systems and

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/ or the work executed by the *Contractor*.

17.1. Consumables

The *Contractor* shall allow in his tender price for any consumables that might be required for the execution of the work.

17.2. Transport

The *Contractor* shall make his own arrangements for transport of material and/or personnel on or to site in accordance with the site procedures and regulations.

The tenderer shall include in his tender price for any special tools and equipment to be used on site for the execution of the works.

Non-destructive examination will be deemed to be included in the tender price unless otherwise specified.

The *Contractor* shall allow in his tender price for tests as he considers or might be required by Eskom to satisfy himself that the work is sound.

The *Contractor* shall allow in his tender price for competent full time site management and supervision for the duration of the Contract.

Eskom carries no responsibility for unforeseen delays unless such a delay is negotiated within 24 hours of the occurrence and written agreement is submitted by Eskom.

18. Communication

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

Project Co-ordinator
Matla Power Station
Private Bag X5012
Kriel
2271

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

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

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

19. Supplier Development and localization

19.1. Supplier Development and localization

Section 1: Specific Goals

Section 1: Specific Goals

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

NB: The following documents are required to claim preference points,

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

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

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

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

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will

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be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contract obligations

1. Transformation – BBEE Improvement or Retention Plan

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

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

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

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

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

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

Local Procurement Content

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

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

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Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

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

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

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

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

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

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

7. Skills development

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

Skill type / Occupation	Eskom target	Entry Level	Output	Tenderers Proposal
Artisan Electrical	02	N4 / Matric or Equivalent	On a job training	

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

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

Section 3: SDL&I Penalty and Performance Security

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

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

Section 4: Reporting and Monitoring

The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.

Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.

Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

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Section 5: Market Research

The following information demonstrates market analysis and assists in arriving at the targets above.	
<u>Current Suppliers Providing the Services</u>	Potential Suppliers:
None	Open market

Section 6: General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

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

19.2. Corporate Social Investment (CSI)

The Contractor shall spend 2% of contract value on CSI. The list of CSI projects will be provided by Matla Power Station

Skilled and non-skilled employees.

The Contractor will develop local skilled labour at Kriel. The Contractor shall hire non-skilled employees from Kriel community. The list of potential employees from Kriel community will be provided by Matla Power Station

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