

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS



NEC3 Engineering & Construction Contract

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

and

**Install integrated access control system as per
scope of work at Matla Power Station for twelve (12)
months**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
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CONTRACT No.

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS

Part C1: Agreements & Contract Data

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

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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:

Install integrated access control system as per scope of work at Matla Power Station for twelve (12) months

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

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

Options A B, C or D	The offered total of the Prices exclusive of VAT is	
Option E or F	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	
	Sub total	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(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)

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*.

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INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

T Temo

Capacity

GM Matla Power Station

**for the
Employer**

Eskom Matla Power Station
Delmas Road
Kriel
2271

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS**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 % CSI	The <i>Contractor</i> shall endeavour to contribute 2% of the contract value to CSI
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)

Name &
signature
of witness

Date

M Lesolang

 GM Matla Power Station
 Eskom Matla Power Station
 Delmas Road
 Kriel
 2271

(Insert name and address of organisation)

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C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

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
		X2: Changes in the law
		X5 : Sectional Completion
		X7 : Delay Damages
		X16: Retention
		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)	
	Address	Matla Power Station Private Bag X5012 Kriel 2271
	Tel	

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Fax

e-mail

10.1	The <i>Supervisor</i> is: (Name)		
	Address	Matla Power Station Private Bag X5012 Kriel 2271	
	Tel No.		
	Fax No.		
	e-mail		
11.2(13)	The <i>works</i> are	Install integrated access control system as per scope of work at Matla Power Station for twelve (12) months	
11.2(14)	The following matters will be included in the Risk Register	Any other matter posing a risk to the project/ contract will be discussed amongst the Parties and agreed upon before inserted on the Risk Register. Non adherence to scope specification Non adherence to project programme/timelines Not fulfilling Contractual Obligations.	
11.2(15)	The <i>boundaries of the site</i> are	Matla Power Station	
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	2 working days after notification	
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		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Civil Scope	As per the approved

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		Schedule
	2	Installation scope
	3	Commissioning
30.1	The <i>access dates</i> are:	TBA
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two weeks after the award Contract Date.
31.2	The <i>starting date</i> is	To be advised
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Weekly
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	N/A
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	1 day after notification except in those circumstances where correct is not practical in such a period, in which case the defect shall be corrected by the contractor within such time as mutually agreed by both parties
5	Payment	
50.1	The <i>assessment interval</i> is	On completion of activities as assessed and agreed upon on the assessment date which is the 25 of each 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	30 days after date of invoice
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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</p>

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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)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	As stated in Annexure A to this Contract Data provided by the <i>Employer</i>.
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 <i>Employer's</i> risks	N/A
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for "Format A" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure B for basic guidance)
84.1	The <i>Employer</i> provides these additional insurances	as stated for "Format A" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure B for basic guidance)
84.1	The <i>Contractor</i> provides these additional insurances:	[•]
84.2	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	[•]
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, 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 for any one event is	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
84.2	The minimum limit of indemnity for	As prescribed by the Compensation for

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	insurance in respect of 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 for any one event is	Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
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	to be advised in the event of a dispute
	Tel No.	to be advised in the event of a dispute
	Fax No.	to be advised in the event of a dispute
	e-mail	to be advised in the event of a dispute
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	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X2	Changes in the law	There is no reference to Contract Data in this

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Option and terms in italics are identified elsewhere in this Contract Data.				
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date
		1	• EMPS Perimeters	As per agreed program
		2	• EMPS Strategic Store	
		3	• EMPS Car Park	
		4	• SWR	
		5	• AWR	
		6	• Unit 7	
		7	• Dam 1	
		8	• AWR Booster and Barge	
		9	• Cable Tunnels – PVID	
		10	• Fuel Pump Station 1&2	
	11	Commissioning and Handover	As per agreed program	
X5 & X7	Sectional Completion and delay damages used together			
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	section	Description	Amount per day
		1	Scope	R
	Remainder of the <i>works</i>			
	The total delay damages payable by the <i>Contractor</i> does not exceed:	10% of the total contract Price		
X16	Retention (not used with Option F)			
X16.1	The <i>retention free amount</i> is	Zero		
	The <i>retention percentage</i> is	10% of the contract price		
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	the amount of the deductibles relevant to the event described in the insurance policy format		

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	damage to the <i>Employer's</i> property is limited to:	selected in the data for clause 84.1 above, which policy is available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
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	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date and 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 R15M first amount payable in terms of the <i>Employer's</i> assets policy.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design which arise before 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.
X18.5	The <i>end of liability date</i> is	<p>(i) 7 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.</p> <p>If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
Z	The Additional conditions of contract are	Z1 to Z12 always apply.

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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 <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Project Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Project Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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	Ethics
Z4.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Contractor</i> , which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action).
Z4.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Works if the <i>Contractor</i> (or any member of the <i>Contractor</i> where the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 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.
- Z5.2 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*.
- Z5.3 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.
- Z5.4 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*.
- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 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

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- 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.

Z7.2 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.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 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.

Z8.2 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.

Z8.3 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.

Z9 Notifying compensation events

Z9.1 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".

Z10 Employer's limitation of liability

Z10.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 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.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a business rescue order granted against it.

Z12 Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z12.1 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.

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS**Annexure A: One-in-ten-year-return weather data obtained from SA Weather Bureau for [weather station]
General**

The Matla Power Station is situated approximately half way between Bethal and Ogies on the R545, being just over 30 km from each town and 13 km north-west of Kriel town.

Climate

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

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

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

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

(Source: MSN weather & Weather 24, average records 2008 - 2009.)

Weather Data

The assumed 1 in 10 year rainfall figures are:

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

Relative Humidity

Records for Bethal (2008 - 2009)

The average relative humidity on an annual base are as follows:

08:00 = 80%

14:00 = 52%

20:00 = 73%

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS**Prevailing Winds**

Records for Bethal (2008 - 2009)

Winds are mostly north-westerly except for February and March when they are easterly to south-easterly. The highest wind speeds are recorded from the south-east: on average 14km/h.

Other Climatic Factors

Records for Bethal (2008 - 2009)

Thunder occurs mostly from November to January with average of 35.7 days annually.

- a) Hail occurs mostly in December with average of 2.8 days annually.
- b) Fog occurs mostly in the winter months with an average of 19 days annually.
- c) Snow rarely occurs
- d) Cloud coverage is highest in the summer months with annual average as follows:
 - 08:00 = 2.8/8
 - 14:00 = 3.8/8
 - 20:00 = 3.1/8

Evaporation for the area is in range of 75mm to 190mm per month. The highest evaporation occurs in December, and the lowest in June.

Topography

The surface topography of the Matla area is typical of the Mpumalanga Highveld consisting in the main of a gently undulating plateau. The flood plains of the local streams are at an average elevation of ± 1540 meters above mean sea level and drainage generally is a northerly direction.

Air Quality

The existing and potential sources of air pollution in Matla area are the following:

- Matla Power Station stack emissions
- Matla Power Station dry dust (fly ash) handling plant
- Dust blow from the Eskom coal stock yard
- Dust blow from the roads in the area
- Seasonal dust blow caused by ploughing of farmlands, and dust blow off denuded fields
- Dust blow from dried out exposed surfaces of the wet ash dam.

However, Eskom utilises the majority of the top surface of the ash dam as an evaporation pan for polluted water, which means that the exposed surface is constantly wet. The sides of the ash dam have largely been rehabilitated, with the result that dust blow from the ash dam.

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS**Annexure B: Insurance provided by the Employer**

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

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

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

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

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

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

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

In the case of contracts / packages within a project:

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

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

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

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

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

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

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHShttp://www.eskom.co.za/live/content.php?Item_ID=9248

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 Responsibilities: Qualifications:	

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

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS

	Experience:	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled _____.		
11.2(3)	The <i>completion date</i> for the whole of the works is			
11.2(14)	The following matters will be included in the Risk Register			
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:			
31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	Note "SCC" means Schedule of Cost Components starting on page 60, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is	Minus %		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates. Please insert another schedule if foreign resources may also be used	Category of employee		Hourly rate

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS

62 in SSCC	The percentage for design overheads is	%	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		
44 in SCC	The percentage for Working Areas overheads is:	:	%
51 in SCC	<p>The hourly rates for Defined Cost of manufacture or fabrication outside the Working Areas are</p> <p>Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates</p> <p>Please insert another schedule if foreign resources may also be used</p>	Category of employee	Hourly rate
52 in SCC	The percentage for manufacture and fabrication overheads is	%	

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS

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>	

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS

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.

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS

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.

INSTALL INTEGRATED ACCESS CONTROL SYSTEM AS PER SCOPE OF WORK AT MATLA POWER STATION FOR TWELVE (12) MONTHS

PART 3: SCOPE OF WORK

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

Install integrated access control system as per scope of work at Matla Power Station for twelve (12) months

C3.1: EMPLOYER'S WORKS INFORMATION

Description of the *works*

1.1 Executive overview

The scope of work consists of the design, Engineering, Training, Procurement, Manufacture, Packing, Delivery to site, Installation, Site testing, Commissioning, Optimizing and Hand over, according to the technical specifications, of the following:

Overall IP surveillance system which provides monitoring of sites, detection, and alarming of intruders.

- ✓ All necessary infrastructure, peripherals, hardware, software, components, and devices, necessary to integrate into a single surveillance system.
- ✓ Software licences and copyright agreements.
- ✓ Training for Operating, Maintenance and Engineering staff.
- ✓ Documentation
- ✓ Power supplies and necessary power distribution as required, including UPS's and BBU's in identified areas.
- ✓ Earthing and lightning protection.
- ✓ All necessary cabling, cable racking, cable supports, labelling, trenching and associated infrastructure.
- ✓ All conduits, racks, enclosures, and cabinets.
- ✓ The fibre communication infrastructure and related networking equipment.
- ✓ All wireless networking infrastructure and equipment.
- ✓ All specified cameras and associated equipment.
- ✓ All video analytic software and hardware as specified.
- ✓ All equipment needed for audio to remote sites.
- ✓ All related civil construction and material where needed.
- ✓ All hardware and software needed for a comprehensive security control room, including an operator console, controls, monitors, software, hardware, servers, etc.
- ✓ All equipment which is required to fulfil the functions specified.
- ✓ The contractor will be responsible for co-ordination of the entire project.
- ✓ The contractor will be responsible for all necessary software updates until the end of all two phases of the project.

Install integrated access control system as per scope of work at Matla Power Station for twelve (12) months

The scope of work is as below:

Install Surveillance and Security monitoring system for Phase 2

Phase 2:

SWR;

AWR;

Unit 7;

AWR booster and barge;

Dam1; and

Car Park.

The implementation of the following is required for phase 2:

- ✓ RF Network to each remote site, fibre optic cabling will not be accepted.
- ✓ Audio to sites.
- ✓ Camera installations at each site:
- ✓ IP thermal cameras shall be installed at the pump house and switchgear buildings of all the sites in Phase 2, covering the complete encampment.
- ✓ Video Analytic software shall be used with each camera to determine the validity of an intrusion and prevent nuisance alarms.
- ✓ Sufficient capacity (network bandwidth, power) shall be added to accommodate for additional day/night cameras outside and inside buildings in the future if needed.
- ✓ The radio receivers shall be located within the main station perimeter, e.g., smokestack, and routed to the perimeter fibre network via a switch.

Phase 3:

Strategic Stores Perimeter;

EMPS Perimeter

Fuel Pump Station 1&2

Cable Tunnels solution

The implementation of the following is required for phase 3:

Install integrated access control system as per scope of work at Matla Power Station for twelve (12) months

- ✓ Network infrastructure to all sites via a switch, using fibre optic cabling, to the backbone network.
- ✓ The Strategic Stores requires thermal imaging cameras around the perimeter.
- ✓ Time-based alarming will be deployed at the strategic stores to accommodate staff movements.
- ✓ Filling station requires continuous recording day/night cameras.
- ✓ The cable tunnels require thermal imaging cameras with video analytics

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

2. Management and start up.

2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Every second week on a day and time agreed upon by Parties. This is subject to change depending on the requirement.	To be confirmed by the Project Manager	Contractor/s, Supervisor, Project Manager, System Engineer, and Others
Early Warning (Risk reduction) meeting	As and when required	To be confirmed by the Project Manager	Contractor/s, Supervisor, Project Manager, System Engineer, and Others
Kick-off meeting	Third working day after official contract is placed.	To be confirmed by the Project Manager	Contractor/s, Supervisor, Project Manager, System Engineer, and Others

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

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

2.2 Documentation control

- All contractual communications will be in pdf format or forms attached to emails and not as a message in the email itself. Letters are typed and signed by the *Contractor*, and delivered either in hardcopy or e-mailed to the *Project Manager*.
- Standard NEC templates are adhered to and used for letters and to issue communication.
- The routing of all written communications to be between the *Project Manager* and the *Contractor* only. Any agreements between the *Contractor* and any other person representing the *Employer* which has not been routed via the *Project Manager* to be unacceptable and invalid.
- Any instructions written or verbal resulting in any changes to the duration, quality, and cost of the project to only be received from the *Project Manager*.
- All reports are compiled in Word format, in English, and submitted electronically as pdf to the *Project Manager*. Hardcopy reports (which are deemed originals) are counter signed by the *Contractor's* line of authority for authenticity and quality verification after finalisation for purposes of record keeping..
- Copies of all documents relating to the works are retained by the *Contractor* in hardcopy format as well as electronic format (pdf format for signed documents) for 5 years.
- All letters bears the sender's signature

2.3 Health and safety risk management

- The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *Works* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this Works Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been taken into account.
- The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative in order to evaluate against enquiry-specific safety criteria.

Install integrated access control system as per scope of work at Matla Power Station for twelve (12) months

- The *Contractor* shall comply with the health and safety requirements contained in this Works Information.
- The *Contractor* Works strictly to regularly updated risk assessment.
- The *Contractor* ensures supervised and authorised entry into the plant.
- The *Contractor* ensures at all times compliance with the safety regulations imposed by any act of parliament, or any regulation or by law of any statutory authority.

2.4 Environmental constraints and management

- All activities listed in the National Environmental Act 107 of 1998, EIA Regulation 982,983,984 & 985(2014), must have AUTHORISATION before commencement of work.
- The contractor shall comply with all applicable legal and other requirements.
- The polluter pays principle will be applied.
- The contractor manager shall ensure compliance with Eskom Matla Environmental procedures to ensure the prevention of pollution (OMOP 4090).
- The last payment will be processed based on the status of the last housekeeping check sheet (Annexure G: OMOP 4018) of designated area. EMS file based on ISO14001 will be required.

2.5 Quality assurance requirements

- The contractor/executioner of work will be responsible for drawing up all QCP documentation and this must be approved by engineering and authorised by the Quality Department before commencing with the work.
- Contractors/executioner to adhere to QM 58 and OMOP4497 requirements
- Number of NCR issued can affect your next tendering process.
- The QCP shall be signed progressively by the Engineer/Supervisor, Eskom QC Inspector, Contractor QC Inspector and/or AIA.
- No procuring of outage items without the approval of scopes by quality
- No contractor should be in the possession of scopes for execution without the scopes approved by quality

The contractor is subjected to quality auditing at any point in time during execution of scope

2.6 Programming constraints

The *Employer* has Project Implementation Plan in place and be set as a milestone. The *Contractor* shall submit a bar chart program in Microsoft Project format for acceptance by the *Employer* Representative prior to commencing with the work. The program will be updated on a bi-weekly basis. The program shall include but not be limited to the following;

- Site establishment
- Duration of installation of all *Works*
- Completion date
- Issuing of final as build documentation

The *Contractor* submits revised programmes as requested unless no changes have occurred or as instructed by the *Employer's* Representative. The *Contractor* shall also do the majority of the risk assessment that may lead to compensations and will be identified with mitigating actions on the risk assessment.

2.7 Contractor's management, supervision and key people

Install integrated access control system as per scope of work at Matla Power Station for twelve (12) months

Contractor submits organogram to the *Employer* with key personnel. The *Contractor* appoints qualified and competent personnel as stated on the technical criteria

The communication line during the start of actual construction *Works* must go via *Contractor* Site Manager and *Employer's Project Manager*. The *Contractor* only gets work orders from the *Employer Project Manager* and does it in writing.

The *Contractor* ensures qualified personnel are used on site

The *Contractor* ensures qualified safety management

The *Contractor* supplies a qualified Responsible person

The *contractor* provides a site supervisor or project manager to supervise, monitor, control and coordinate all activities during execution of the project.

2.8 Invoicing and payment

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

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

Name and address of the *Contractor* and the *Project Manager*;

The Contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number 4740101508;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add Other as required)

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

Invoices submitted to:

Matla Power Station

Private Bag X5012

Kriel

2271

2.8 Insurance provided by the *Employer*

Refer to the ECC Core Clause 87.1

2.9 Contract change management

There are no additional requirements to the compensation event clauses in section 6 of the core clauses, such as the use of standard forms.

2.10 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

Install integrated access control system as per scope of work at Matla Power Station for twelve (12) months

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

The *Contractor* keeps all records for all Costs. Failure for the *Contractor* to provide the proof of payments or records, the compensation will not be accepted by the *Employer*

2.12 Training Workshops and technology transfer

The Contractor provides training to their employees for the purpose of skill transfer

3. Procurement

3.1 People

3.1.1 Minimum requirements of people employed on the Site

Contractor employs workers as required to complete the scope of work and as stipulated in their confirmation to tender acceptance letter

3.1.2 BBBEE and preferencing scheme

As per Eskom regulations

3.1.3B Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

As per SD & L requirement

3.2 Subcontracting

3.2.1 Preferred subContractors

Project Manager to approve the subContractors submitted by the *Contractor*.

3.2.2 SubContract documentation, and assessment of subcontract tenders

- (a) The Contractor submits the proposed contract data for each subcontracting for acceptance to the Project Manager
- (b) The Contractor prepares subcontracting document as according to NEC contract.
- (c) The Contractor must inform the Employer's representative when intending to subcontract some of the works from the contract scope.

3.2.3 Limitations on subContracting

As per Employer's SD & L requirements

3.2.4 Attendance on subContractors

The Contractor shall in writing inform the Employer's representative about the subcontractor intentions for site visit. The main Contractor is responsible for the management of the duties and performance of the Subcontractor.

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3.3 Plant and Materials

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

The *Employer* does not issue plant and material to the *Contractor* as part of this agreement. The *Contractor* shall have his own plant and material to carry out construction *Works*. The *Contractor* is required to know what plant and material needed to get the final end product of the *Employer* requirements.

The *Contractor* shall ensure that all machinery used on the construction is suitable for the purpose for which it is used, and it is installed, operated and maintained in such a manner as to prevent the exposure of persons and environment to danger, by taking measures including fencing and guarding ensuring that all equipment are kept in a good working and properly used. The *Contractor* shall ensure that the quality of material used in is suitable for the purpose for which was intended.

3.3.2 *Contractor's* procurement of Plant and Materials

The *Contractor* is responsible for the procurement of Plant and Material to be used on site.

3.3.3 Spares and consumables

The *Contractor* provides all spares and consumables required to complete the *Works*

3.4 Tests and inspections before delivery

The *Employer* is responsible for inspections of the material e.g. welding, fabrication, etc. before delivering to working site. The *Contractor* does not decide and implement the *Works* before the approval by the *Employer*. The Quality control plan (QCP) to be adhered to:

3.5 Marking Plant and Materials outside the Working Areas

Not applicable to this Contract.

3.6 *Contractor's* Equipment (including temporary *Works*).

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

4. Construction

4.1 Temporary *Works*, Site services & construction constraints

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

Rights of admission at Matla Power Station site are reserved. All *Contractor* personnel needs work permit to enter on *Employer's* premises. The *Contractor* declares all tools or specialised equipment before enters on site.

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

The *Contractor* adheres to *Employer's* Safety Procedures and Life Savings Rules. The *Employer* provides induction for every visitors and *Contractors* entering Eskom premises.

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

Restrictions and hours of work may apply on some sites. The *Contractor Works* start from 07:00 in the morning until 16:15 in the afternoon, unless prior arrangements are made with the *Project Manager*. It is very important that the *Contractor* keeps records of his people on Site, including those of his Sub-*Contractors* which the *Project Manager* or

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Supervisor have access to at any time. These records (daily site register) may be needed when assessing compensation events

4.1.4 Health and safety facilities on Site

The *Contractor* adheres to *Employer's* Health and Safety Procedures

The *Contractor* applies for hot work permit before doing any hot work such as grinding, cutting and welding

The Hot work is done under the supervision of the fire watcher provided by the *Contractor*.

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

As per the Matla Power Station Environmental Policy which is available from the *Project Manager*.

4.1.6 Title to materials from demolition and excavation

As per Clause 73.2 the *Contractor* has no title to materials from excavation and demolition (e.g. copper).

4.1.7 Cooperating with and obtaining acceptance of Others

The *Contractor* co-operates with all stakeholders/ persons while carrying out the *Works*

4.1.8 Publicity and progress photographs

According to *Eskom's* ethics *Contractor* may not use his/her own camera or take photographs onsite. The *Eskom's* communication procedure/policy to be adhered to;

4.1.9 Contractor's Equipment

The *Contractor* will keep comprehensive records of all of the *Contractors* equipment brought on and removed from site. The *Contractor* complies with the *Employer's* Safety and Site access procedures. The *Contractor* equipments should be safe for use and meet safety, environmental and quality requirements

4.1.10 Equipment provided by the Employer

No equipment is provided by the *Employer*

4.1.11 Site services and facilities

The *Employer* will provide point of power supply only, *Contractor* to supply own cable, distribution board, certificate of compliance and commissioning. Power is available at the existing points. The *Contractor* provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the *Works*.

The *Contractors'* Electrical Distribution Boards complies with OHS Act as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought onto site has a Certificate of Compliance issued by an accredited person. The *Contractors'* electrical distribution boards are installed at the *Works* on a time negotiated with the *Supervisor*, prior to the possession date.

The *Project Manager* connects distribution boards to a 380V three-phase AC power supply, only after the *Contractor* has submitted the valid Certificate of Compliance. All *Contractors'* Electrical Distribution Boards are earthed to the steel structure of the plant.

The *Employer* will ensure access to the site for personnel qualifying as per the *Employers* requirements for access control.

The *Employer* will do the induction training for the *Contractor*. The *Employer* will make available to the *Contractor* a suitable site area for site establishment.

The *Employer* will give the *Contractor* access to the working areas required for the execution of the *Works*.

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The *Employer* supplies, free of charge, reasonable quantities of potable water required for the purposes of this Contract from the existing points. The *Contractor* provides, at his own Cost, all connection fittings, pipe work, temporary plumbing, and pumps necessary to lead the water from the *Employer's* points of supply to the various points where it is required.

The *Employer* provides the *Contractor* access to identified existing toilet facilities.

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

The *Employer* will provide a site for the *Contractor's* yard at a location that is indicated to the *Contractor*. The *Contractor* provides all the facilities required by him for such a site at his Cost (Including fencing of area as per requirements).

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

4.1.12 Facilities provided by the *Contractor*

The *Contractor* provides own offices, store rooms, tools stores, chemicals stores etc.
The *Employer* will provide the site/ space where the *Contractor* will store their facilities.

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

Not applicable to this Contract

4.1.14 Survey control and setting out of the *Works*

The *Contractor* will provide the *Employer* with the information on survey control and setting out of the *Works* done by the registered Land Surveyor.

4.1.15 Excavations and associated water control

A *Contractor* shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing and approved by the *Employer*.

The *Employer* should be involved before any excavation for detecting purposes of underground services and electricity cables.

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

All the underground existing services are unknown. It is the responsibility of the *Contractor* to detect the location of pipe and cable underground services where construction work takes place. All the records of the detected services should be kept by the *Contractor* and the Project for future reference.

The *Engineer* decides of what to be done when the existing services obstruct construction *Works*.

When the *Contractor* damages known existing underground services, the *Contractor* is liable to repair the services on its Costs or pay penalties if the *Employer* wants so. When the *Contractor* damages unknown underground services, the *Contractor* can do the repairs and the *Employer* compensates the *Contractor* for the work done

4.1.17 Control of noise, dust, water and waste

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The *Contractor* adheres to *Employer's* Safety Health and Environmental Policy and all waste generated during construction will be disposed according to Matla Power Station Waste Management Procedure

4.1.18 Giving notice of work to be covered up

The *Employer* and *Contractor* refers to Quality Control Plan for witness, hold, inspection and verification points

Hook ups to existing *Works*

The *Contractor* adheres to *Eskom's* lifesaving rules. The *Contractor* provides a fall protection plan

5. Completion, testing, commissioning and correction of Defects

5.1 Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to provide the *Works*. The *Project Manager* cannot certify Completion until all the work except that listed below (if any) has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *Works* and Others from doing their work.

5.2 Use of the *Works* before Completion has been certified

The *Employer* has the right to make use of the *works* before completion, should a need arise

5.3 Materials facilities and samples for tests and inspections

Refer to the quality requirements.

5.4 Commissioning

Commissioning should be done once the construction *Works* are completed, the *Contractor* provides all relevant certificates and Data packs

5.5 Start-up procedures required to put the *Works* into operation

The Contractor performs the start-up procedure with the Employer as a participant or a witness

5.6 Take over procedures

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

Clause 43.4 requires that the *Project Manager* arranges for the *Employer* to allow the *Contractor* access to and use of a part of the *works* which has been taken over if needed to correct a Defect. After the *works* have been put into operation, the *Employer* requires that the *Contractor* attends safety induction, wear the correct PPE and obtain a works permit before commencing with the work

5.7 Access given by the *Employer* for correction of Defectss

If Defects appear after Completion of the project, the *Project Manager* is responsible for the application of the *Contractor's* access permit.

5.8 Performance tests after Completion

As per the quality requirements (as per QIP) and Scope of Works

5.9 Training and technology transfer.

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Not applicable to this Contract

5.10 Operational maintenance after Completion

Not applicable to this Contract

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C4	This cover page Site Information	1
	Total number of pages	

Install integrated access control system as per scope of work at Matla Power Station for twelve (12) months

C4: Site Information

1. 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 laid 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 an 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. 2. Ground conditions in areas affected by work in this contract

3. 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.

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

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

Not applicable.

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 to be protected are

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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. Accommodation is normally available at the single quarters near the Power Station for single men. The *Contractor* is advised to contact Eskom's Housing Manager at the Station concerning accommodation requirements, tariffs and conditions.

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. Arrangements may be made with the *Employers Representative* to use telephones of the Station if they are available. Calls from these will be charged for at prevailing GPO rates. 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 fire fighting 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 fire fighting 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 fire fighting apparatus is provided at all his work sites, and that his staff is 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 NOSA Standards Safety Regulations, NWS 1058 and the Safety Regulations as laid down in the Matla Safety Manual. The overriding regulations will however be the Occupation Health and Safety Act.

14. Safety

The *Contractor* shall comply with

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

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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 three (3) days after order placement.

15. 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 hand handing over" of systems and / or the work executed by the *Contractor*.

15.1. Consumables

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

15.2. 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.

Scaffold will be deemed to be included in the tender price unless otherwise specified.

16. Communication

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

Project Manager
Matla Power Station
Private Bag X5012
Kriel
2271

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Att :
Tel :
E-Mail :

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).