

The removal and disposing of existing fencing, and the installation of new fencing for the perimeters (inner and outer) of Matla Power Station



## NEC3 Engineering & Construction Contract

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

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

for **The removal and disposing of existing fencing, and  
the installation of new fencing for the perimeters  
(inner and outer) of Matla Power Station**

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<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	[•]
<b>Part C2 Pricing Data</b>	[•]
<b>Part C3 Scope of Work</b>	[•]
<b>Part C4 Site Information</b>	[•]

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**CONTRACT No. [Insert at award stage]**

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## Part C1: Agreements & Contract Data

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Contents:	No of pages
<b>C1.1 Form of Offer and Acceptance</b>	□
<b>C1.2a Contract Data provided by the <i>Employer</i></b>	□
<b>C1.2b Contract Data provided by the <i>Contractor</i>.</b>	□

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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:

**The removal and disposing of existing fencing, and the installation of new fencing for the perimeters (inner and outer) of 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 <sup>1</sup>	R [•]
	(in words) [•]	

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

*(Insert name and address of organisation)*

Name & signature of witness

Date

Tenderer's CIDB registration number (if applicable)

\_\_\_\_\_

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

- **Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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

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- 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		

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:**

Signature .....  
 Name .....  
 Capacity .....  
 On behalf of .....  
 Name & signature of witness .....  
 Date .....

**For the Employer**

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

## C1.2 ECC3 Contract Data

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

Clauses	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<p><b>A:</b> <b>Priced contract with activity schedule</b></p> <p><b>W1:</b> <b>Dispute resolution procedure</b></p> <p><b>X2:</b> <b>Changes in the law</b></p> <p><b>X7:</b> <b>Delay damages</b></p> <p><b>X16:</b> <b>Retention</b></p> <p><b>X18:</b> <b>Limitation of liability</b></p> <p><b>Z:</b> <b>Additional conditions of contract</b></p>
	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	Matla Power Station
	Tel	TBC
	Fax	None
	e-mail	TBC
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	TBC
	Tel No.	TBC
	Fax No.	None

	e-mail	TBC									
11.2(13)	The works are	<b>The removal and disposing of existing fencing, and the installation of new fencing for the perimeters (inner and outer) of Matla Power Station</b>									
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> <li>1. Permit requirements</li> <li>2. Scaffolding requirements</li> <li>3. Trip and Falling</li> <li>4. Working at heights</li> <li>5. Unprotected strikes</li> <li>6. Leaking ash lines around the fence</li> </ol>									
11.2(15)	The <i>boundaries of the site</i> are	<b>Matla Power Station, site allocated for this project</b>									
11.2(16)	The Site Information is in	<b>Part 4: Site Information</b>									
11.2(19)	The Works Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>									
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>									
13.1	The <i>language of this contract</i> is	<b>English</b>									
13.3	The <i>period for reply</i> is	<b>03 working days</b>									
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</b>									
<b>3</b>	<b>Time</b>										
11.2(3)	The <i>completion date</i> for the whole of the works is	<b>30 March 2025</b>									
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="1"> <thead> <tr> <th></th> <th><b>Condition to be met</b></th> <th><b>key date</b></th> </tr> </thead> <tbody> <tr> <td>1</td> <td><b>Installation of Matla fence</b></td> <td><b>As per the accepted programme</b></td> </tr> <tr> <td>2</td> <td><b>Final Inspection and commissioning</b></td> <td><b>As per the accepted programme</b></td> </tr> </tbody> </table>		<b>Condition to be met</b>	<b>key date</b>	1	<b>Installation of Matla fence</b>	<b>As per the accepted programme</b>	2	<b>Final Inspection and commissioning</b>	<b>As per the accepted programme</b>
	<b>Condition to be met</b>	<b>key date</b>									
1	<b>Installation of Matla fence</b>	<b>As per the accepted programme</b>									
2	<b>Final Inspection and commissioning</b>	<b>As per the accepted programme</b>									
30.1	The <i>access dates</i> are:	<table border="1"> <thead> <tr> <th></th> <th><b>Part of the Site</b></th> <th><b>Date</b></th> </tr> </thead> <tbody> <tr> <td>1</td> <td><b>Security fence</b></td> <td><b>15 June 2026</b></td> </tr> </tbody> </table>		<b>Part of the Site</b>	<b>Date</b>	1	<b>Security fence</b>	<b>15 June 2026</b>			
	<b>Part of the Site</b>	<b>Date</b>									
1	<b>Security fence</b>	<b>15 June 2026</b>									
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>01 weeks of the Contract Date.</b>									
31.2	The <i>starting date</i> is	<b>01 June 2026</b>									
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>3 days when there are changes of the key dates and other events</b>									

35.1	The <i>Employer</i> is not willing to take over the works before the Completion Date.
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#### 4 Testing and Defects

42.2	The <i>defects date</i> is	<b>52 weeks after Completion of the whole of the works.</b>
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43.2	The <i>defect correction period</i> is	<b>01 week</b>
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#### 5 Payment

50.1	The <i>assessment interval</i> is	<b>On the 25th day of each successive month.</b>
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51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
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51.2	The period within which payments are made is	<b>05 weeks.</b>
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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>
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(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:	<b>Matla Power Station</b>
	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>
		<b>the number of days with rainfall more than 10 mm</b>
		<b>the number of days with minimum air temperature less than 0 degrees Celsius</b>
		<b>the number of days with snow lying at 09:00 hours South African Time</b>

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: **Kriel**

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 <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> .
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<b>7</b>	<b>Title</b>	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.
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<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>

<b>9</b>	<b>Termination</b>	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.
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<b>10</b>	<b>Data for main Option clause</b>	
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.

W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration.
W1.4(5)	The <i>arbitration procedure</i> is  The place where arbitration is to be held is  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 latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.  [•] South Africa  the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
<b>12</b>	<b>Data for secondary Option clauses</b>	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in <i>italics</i> are identified elsewhere in this Contract Data.
X7	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	Delay damages are 1% per week up to a maximum of 5% of the contract value.
X16	<b>Retention</b>	
	The <i>retention percentage</i> is	5% of the contract value
X18	<b>Limitation of liability</b>	
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 • 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

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excluded matters is not limited.

The additional excluded matters are amounts for which the *Contractor* is liable under this contract for

- 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.

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X18.5	The <i>end of liability date</i> is	<p>(i) 01 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>
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Z	The <i>Additional conditions of contract</i> are	Z1 to Z15 always apply.
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## Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## Z2 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Project Manager* within two weeks of the Contract Date of the key person who has the authority to

bind the *Contractor* on their behalf.

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

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

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

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

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

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

**Z4 Confidentiality**

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

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

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

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

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Site;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
- undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor*’s direction and control, likewise observe and comply with the foregoing.

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

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

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

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

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

**Z8 Notifying compensation events**

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

**Z9 Employer's limitation of liability**

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

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

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

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

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

**Z12 Ethics**

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

**Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

**Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

**Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

**Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractor or the Subcontractor's employees,

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

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

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

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

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing

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

Z12.3 If the *Employer* terminates the *Contractor*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

## Z13 Insurance

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

#### 84 Insurance cover

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 works, Plant and Materials	The replacement cost where not covered by the <i>Employer</i> 's insurance  The <i>Employer</i> 's policy deductible, as Contract Date, where covered by the <i>Employer</i> 's insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the works, 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</i> 's insurance  <u>Other property</u> The replacement cost
	<u>Bodily injury to or death of a person</u> The amount required by applicable law

Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law
---	---

**Z 13.2****Replace core clause 87 with the following:**

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum of indemnity</b>
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

**Z14 Nuclear Liability**

Z14.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z14.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

### **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:

<b>Month</b>	<b>Cumulative rain (mm)</b>	<b>No of days with rainfall &gt; 10mm</b>
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%

### **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  $\pm$  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.

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

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

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

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see [www.ecs.co.za](http://www.ecs.co.za)

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

## 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 *activity schedule* 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.

An activity schedule could have the following format:

## C2.2 the activity schedule

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

### **PROJECT DESCRIPTION: SUPPLY AND INSTALLATION OF PERIMETER FENCING FOR MATLA POWER STATION, AND OLD ASH DAM COMPLEXES**

Report Date: 28 September 2023

Item	Description	Unit	Quantity	Rate	Amount
1	<b><u>SECTION 1 - PRELIMINARIES AND GENERAL</u></b>				
	<b>Bill No.1 - Preliminaries and General</b>				
	Fixed				
1.1	Site Establishment and De-establishment	Sum	1		
1.2	Adhearing to OHS and Quality Requirements	Sum	1		
	Time Related				
1.3	Site Establishment and De-establishment	Months	8		
1.4	Adhearing to OHS Aand Quality Requirements	Months	8		
1.5	Management of the works	Months	8		
1.6	Other Contractual Requirements	Months	8		
1.7	Plant and Equipment	Months	8		
<b>Total - Section 1</b>					<b>R</b>
2	<b>SECTION 2 - MATLA POWER STATION PERIMETER FENCING</b>				

	<b><u>Bill No.1 - Demolitions</u></b>				
2.1	Taking down and removal of existing fence off site to a certified dumping site	m	14000		
	<b><u>Bill No.2 - Fencing</u></b>				
2.2	ClearVu fencing as per Eskom's security standard for High Security(240-76368574), Matla Power Station will require a Category Two fence, comprising of a steel wire (4,0 mm thick) with 76,2 mm x 12,7 mm apertures, with the supplier being able to offer design alternatives that offering higher levels of resistance to bridging of the fence. A design proposal for the fence is to be submitted to auxiliary engineer for approval prior to the commencement of the manufacturing of the product.	m	14000		
	<b><u>Supply and installation of gates</u></b>				
2.3	Double swing gates as per provided specification (see section 2.1 of the SOW)	No	6		
2.4	Single swing gates as per provided specification (see section 2.1 of the SOW)	No	7		
2.5	Sliding gates including motor as per provided specification (see section 2.1 of the SOW)	No	2		
2.6	Pedestrian gates including motor as per provided specification (see section 2.1 of the SOW)	No	6		
	<b><u>Bill 3 - Anti Tunneling</u></b>				
2.7	Excavations in pickable material not exceeding 2m deep	m3	1120		
2.8	Cart away excavated materials and dump	m3	1120		
2.9	Compaction to underside of anti-tunneling system	m2	2800		
2.10	Compaction tests	No	20		
2.11	15 Mpa Concrete for anti-tunneling system	m3	1120		
2.12	Cube tests	Sets	4		

Total - Section 2				R
3	<b>SECTION 3 - MATLA POWER STATION SWR PUMP HOUSE</b>			
	<b><u>Bill No.1 - Demolitions</u></b>			
3.1	Taking down and removal of existing fence off site to a certified dumping site	m	400	
	<b><u>Bill No.2 - Fencing</u></b>			
3.2	Perimeter Fence Steelwork - see section 2.1 of the scope for specification	m	400	
3.3	Continuous razor wire security roll to top of fence as per the provided specification in the SOW	m	400	
3.4	Precast concrete plinths for areas submerged in water (250 x 250mm concrete plinths of 25 Mpa strength )	No	15	
	<b><u>Supply and Installation of Gates</u></b>			
3.5	Double swing gates as per provided specification (see section 2.1 of the SOW)	No	1	
3.6	Single swing gates as per provided specification (see section 2.1 of the SOW)	No	1	
	<b><u>SWR Pump house lighting</u></b>			
3.7	1) Perimeter Design specification sa. Contractor shall supply and install 4 light luminaires in a square configuration where each light fixture shall be installed on the corner of the perimeter fence with a minimum of 1m, if possible, from perimeter fence. b. Contractor shall supply 4 light posts with a height of 5.0m above ground level. 2) Contractors' single luminaire (light fixture) electrical specifications: a. Input Voltage = 230V AC - (Refer to Section 6 of	Sum	1	

the SOW)				
<b>Total - Section 3</b>				<b>R</b>
<b>SECTION 4 - AWR HOUSE FENCING</b>				
<b><u>Bill No.1 - Demolitions</u></b>				
4.1	Taking down and removal of existing fence off site to a certified dumping site	m	300	
<b><u>Bill No.2 - Fencing</u></b>				
4.2	Perimeter Fence Steelwork - see section 2.1 of the scope for specification	m	300	
4.3	Continuous razor wire security roll to top of fence as per the provided specification in the SOW	m	300	
<b><u>Supply and Installation of Gates</u></b>				
4.4	Double swing gates as per provided specification (see section 2.1 of the SOW)	No	1	
<b><u>AWR Pump House Lighting</u></b>				
4.5	1) Perimeter Design specificationsa. Contractor shall supply and install 4 light luminaires in a square configuration where each light fixture shall be installed on the corner of the perimeter fence with a minimum of 1m, if possible, from perimeter fence. b. Contractor shall supply 4 light posts with a height of 5.0m above ground level. 2) Contractors' single luminaire (light fixture) electrical specifications: a. Input Voltage = 230V AC - (Refer to Section 6 of	Sum	1	

	the SOW)				
	<b>Total - Section 4</b>				
					<b>R</b>
5	<b>SECTION 5 - UNIT 7 PUMP HOUSE</b>				
	<b><u>Bill No.1 - Fencing</u></b>				
5.1	Perimeter Fence Steelwork - see section 2.1 of the scope for specification	m	100		
5.2	Continuous razor wire security roll to top of fence as per the provided specification in the SOW	m	100		
	<b><u>Supply and Installation of Gates</u></b>				
5.3	Double swing gates as per provided specification (see section 2.1 of the SOW)	No	1		
	<b><u>Unit 7 Pump House Lighting</u></b>				
5.4	1) Perimeter Design specificationsa. Contractor shall supply and install 4 light luminaires in a square configuration where each light fixture shall be installed on the corner of the perimeter fence with a minimum of 1m, if possible, from perimeter fence. b. Contractor shall supply 4 light posts with a height of 5.0m above ground level. 2) Contractors' single luminaire (light fixture) electrical specifications: a. Input Voltage = 230V AC - (Refer to Section 6 of the SOW)	Sum	1		
	<b>Total - Section 5</b>				
					<b>R</b>

6	<b>SECTION 6 - FINAL CUT PUMP HOUSE FENCING</b>				
	<b><u>Bill No.1 - Demolitions</u></b>				
6.1	Taking down and removal of existing fence off site to a certified dumping site	m	300		
	<b><u>Bill No.2 - Fencing</u></b>				
6.2	Perimeter Fence Steelwork - see section 2.1 of the scope for specification	m	300		
6.3	Continuous razor wire security roll to top of fence as per the provided specification in the SOW	m	300		
	<b><u>Supply and Installation of Gates</u></b>				
6.4	Double swing gates as per provided specification (see section 2.1 of the SOW)	No	1		
	<b>Total Section - 6</b>			<b>R</b>	
7	<b>SECTION 7 - OLD ASH DAM COMPLEX PERIMETER FENCING</b>				
	<b><u>Bill No.2 - Fencing</u></b>				
7.1	Perimeter Fence Steelwork - see section 2.1 of the scope for specification	m	7500		
7.2	Continuous razor wire security roll to top of fence as per the provided specification in the SOW	m	7500		
	<b><u>Supply and Installation of Gates</u></b>				
7.3	Double swing gates as per provided specification (see section 2.1 of the SOW)	No	1		
	<b>Total - Section 7</b>			<b>R</b>	
8	<b>SECTION 8 - INTERGRATED ALARM AND CCTV SYSTEM</b>				

8.1	CCTV as per specification, provided in the scope of works. Cabling and racking, Electrical supply for station perimeter, Distribution board from mini sub point of supply for cctv, Electrical power cabling for CCTV systems, Electrical power configuration management and commissioning for CCTV systems <b>(PROVISIONAL)</b>	Sum	1		
<b>Total - Section 8</b>				<b>R</b>	
<b>Total Excluding Contingency</b>				<b>R</b>	
Add 10% Contingencies				R	
<b>TOTAL EXCLUDING VAT</b>				<b>R</b>	

The removal and disposing of existing fencing, and the installation of new fencing for the perimeters (inner and outer) of Matla Power Station

## 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	

### C3.1: EMPLOYER'S WORKS INFORMATION

#### 1. Description of the works

##### 1.1 Executive Summary

This scope provides the requirements for work to be done for the removal of the existing perimeter fencing for Matla Power Station and the installation of new perimeter fencing for the power station. The scope includes the specifications and standards to be followed and installation methods. The contractor will be responsible for the removal and disposal of existing fencing and installation of the new fencing.

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

The perimeter fencing around Matla Power Station is currently in a substandard condition and requires attention. The defects found include severe rusting, broken wire mesh and posts, and unstable foundation conditions. These defects have allowed trespassers to gain access to restricted areas, placing Eskom employees and equipment at risk..

Matla Power Station, which is classified as critical infrastructure as per the Critical Infrastructure Protection Act 2019, has four layers of perimeter fencing. This includes one outer layer of non- electric fencing, two layers of electric fencing, and a final inner layer of non- electric fencing. The rusting, broken mesh and posts and unstable foundation conditions of the non- electric fencing pose a security risk by allowing easy access onto the station. The gates found on both the inner and outer perimeter fencing have also been damaged and require replacing.

The removal and disposing of existing fencing, and the installation of new fencing for the perimeters (inner and outer) of Matla Power Station

### 1.3 Scope of work

1	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
This scope provides the requirements for work to be done for the removal of the existing perimeter fencing for Matla Power Station and the installation of perimeter fencing for the power station. The scope includes the specifications and standards to be followed and installation methods. The contractor will be responsible for the removal and disposal of existing fencing and installation of the new fencing.				
1.1	<p><b>Fencing Classifications</b></p> <p>As per Eskom's security standard for High Security (240-76368574), Matla Power Station will require a Category Two fence, comprising of a steel wire (4,0 mm thick) with 76,2 mm x 12,7 mm apertures, with the supplier being able to offer design alternatives that offering higher levels of resistance to bridging of the fence.</p> <p>A design proposal for the fence is to be submitted to the Auxiliary Engineer for approval prior to the commencement of the manufacturing of the product.</p> <p><b>Environmental Classification</b></p> <p>The environmental classification for fencing at Matla Power Station falls under a high Eskom Pollution Level, which falls under the corrosive categories (ISO 9223) of C4 to C5 for industrial inland environments. The coating proposal for this classification is a duplex coating ( non-ferrous metallic coating with organic moisture ingress inhibitor coating)</p>		Hold	Engineer
1.2	<b>Matla Power Station Perimeter Fencing</b>	<b>Matla Power Station Perimeter Fencing</b>	Hold/ Verify	Contractor

	<p><b><u>Matla Power Station</u></b></p> <p>The station has four parts of fencing that forms the security perimeter. These include two electrified fences, and two non- electric fences, as can be seen below in Figure 1. For this scope, the perimeter fence referenced shall be to the internal and external perimeter fences, as outlined in Figure 1.</p>	<ul style="list-style-type: none"> <li>• Removal of fencing= <math>7.0 \text{ km} \times 2</math> = 14. 0 km of removal and disposal of material</li> <li>• Station Perimeter= <math>7.0 \text{ km} \times 2</math> = 14. 0 km of new fencing</li> <li>• Supply and installation of the following gates, as specified in Section 2.1 of the scope: <ul style="list-style-type: none"> <li>○ 6 x Double Swing Gates</li> <li>○ 7 x Single Swing Gates</li> <li>○ 2 x Sliding Gates</li> <li>○ 6 x Pedestrian Gates</li> </ul> </li> </ul>		
1.3	<p><b>Perimeter Fence Civil Work</b></p> <p><u>Site Conditions:</u></p> <p>Designs must be applicable to meet specific site conditions. These include:</p> <ul style="list-style-type: none"> <li>• Site layout</li> <li>• Soil conditions</li> </ul>	<p><b>Concrete</b></p> <ul style="list-style-type: none"> <li>• Designs to align with soil conditions.</li> <li>• Concrete work to be in accordance with SANS 1200: Standardized Specification for Civil Engineering Construction.</li> <li>• Concrete strength to be 25MPa, except for</li> </ul>	Hold/ Verify	Contractor

	<ul style="list-style-type: none"> <li>• Drainage</li> <li>• Piping</li> <li>• Etc.</li> </ul> <p>The requirements shall be stipulated during the clarification meeting for the site. Some requirements might be excluded from the suppliers' scope of work and will become the responsibility of Eskom.</p> <p>The contractor is to meet the stipulated requirements for the following:</p> <ul style="list-style-type: none"> <li>• Concrete</li> <li>• Stepping</li> <li>• Anti- tunneling systems</li> <li>• Concrete Plinths</li> </ul>	<p>anti- tunneling.</p> <ul style="list-style-type: none"> <li>• Compaction of the bottom of the fence post shall be 93% Mod. AASHTO.</li> <li>• No concrete is to be poured where the air temperature will drop below 4°C in 8 hours after pouring of concrete, unless a suitable approved additive is added to the concrete mix.</li> </ul> <p><b>Stepping</b></p> <ul style="list-style-type: none"> <li>• Maximum of 150 mm per panel.</li> <li>• Tops of panels to be horizontal. (Sloping panels will be allowed in unique circumstances and must be agreed to with an Eskom representative).</li> </ul> <p><b>Anti- Tunneling Systems</b></p> <ul style="list-style-type: none"> <li>• 200 mm (wide) x 600 mm (deep) x concrete 15 MPa between posts.</li> <li>• The mesh must be anchored into/ onto the</li> </ul>		
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	<p>center of the anti- tunneling</p> <p><b>Concrete Plinths</b></p> <p>250 x 250 x 500 mm Concrete plinths of 25MPa strength are to be cast in situ for each of the fencing post base plates to be anchored to.</p> <p>Figure 2, found at the end of the scope of work, details a typical long section along the perimeter fence line.</p>		
1.4	<p><b>Installation and Inspection</b></p> <p><u>Installation</u></p> <ul style="list-style-type: none"> <li>• Procedures should be covered in the Quality Management System.</li> <li>• Detailed installation documentation should be available.</li> <li>• Installers must be declared competent and be accredited by the supplier. Relevant details of the installers must be available. This includes; training received, level of expertise and project involvement.</li> </ul>	Hold/ Verify	Contractor

	<p><u>Inspection</u></p> <ul style="list-style-type: none"><li>• Final inspections must be done by both Eskom and the Supplier. Standardized check sheets shall be documented in the Suppliers' Quality Management System.</li></ul> <p>A final certificate of compliance (indicating the warrantee) shall be issued to Eskom by the Supplier.</p>		
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The removal and disposing of existing fencing, and the installation of new fencing for the perimeters (inner and outer) of Matla Power Station

## 2. Drawings

Drawing number	Revision	Title
N/A	N/A	

## 3. Specifications

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
<b>Health and Safety Specifications For Contracting Companies</b>	<b>OMOP 2605</b>	<b>Yes</b>
<b>Eskom Life Saving Rules</b>	<b>32-421</b>	<b>Yes</b>
<b>Construction Regulations</b>	<b>32-136</b>	<b>Yes</b>
<b>Conflict of Interest Policy</b>	<b>32-173</b>	<b>Yes</b>
<b>Plant Safety Regulations</b>		<b>Yes</b>
<b><u>Technical specifications</u></b>		
As per Engineering Scope of Works		

## 3. Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
QCP	Quality Control Plan
ITP	Inspection Test Plan
QMS	Quality Management System
ISO	International Standards Organisation

## 4. Management and start up.

### 4.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register, Early	Bi- weekly	TBC	Employer, PM,

warnings and compensation events			Contractor, Supervisor, and Others as per the invite from the Project Manager
Construction progress meeting	Weekly	TBC	<i>Employer, PM, Contractor, Supervisor, and Others as per the invite from the Project Manager</i>
Commercial and Assessment meeting	Monthly	TBC	Employer, PM, Contractor, Supervisor, and Others as per the invite from the Project Manager
Quality meeting	As advised by the Project Manager	TBC	Employer, PM, Contractor, Supervisor, and Others as per the invite from the Project Manager
SHE meetings	As advised by the Project Manager	TBC	Employer, PM, Contractor, Supervisor, and Others as per the invite from the Project Manager
Integration meeting	As advised by the Project Manager	TBC	Employer, PM, Contractor, Supervisor, and Others as per the invite from the Project Manager
Planning meeting	As advised by the Project Manager	TBC	Employer, PM, Contractor, Supervisor, and Others as per the invite from the Project Manager
Document Management	Adhoc	TBC	Employer, PM, Contractor, Supervisor, and Others as per the invite from the Project Manager

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.

## 4.2 Documentation control

### 4.2.1 Documentation Requirements

The Contractor is responsible for the compilation and the supply of the documentation during the various project stages and to provide the documentation programme to link with the milestone dates. Documentation and drawings are programmed for delivery to meet the milestone dates.

All documents supplied by the Contractor shall be subject to Eskom's approval. For consistency, it is important that all documents used within the project follow the same layout, style and formatting as described in the Technical Documents and Records Management Work Instruction (240-53114186). Documents such as QCP's, Method Statements and other documents impacting the work shall be approved by the Employer prior to commencement of the Works.

Each revision of a document or drawing shall be accompanied with a list of the comments made by the Employer on the previous revision if applicable and the response/corrective action taken by the Contractor. Changes shall be recorded in a revision table contained in each drawing/document.

Documents and drawings shall indicate the Employer's number as allocated by the Employer. The Contractor may have his own internal document or drawing number on the document or drawing, but where reference is made among documents, the Employer's number shall be used as the reference number.

The Contractor shall compile a complete data book for all work done during manufacturing, construction and commission containing the following as a minimum if applicable:

- Scope of work
- Approved "As built" drawings (CADDDED)
- Design calculations
- Approved QCP / ITP
- Inspection reports
- Pipe ovality reports if applicable
- As built drawings (isometric drawings and P&IDs)
- Material summary that gives full traceability between components used, drawings and material certificates
- All material certificates for pipes, fittings and all components used.
- Pressure test certificate and the calibration certificates of the gauges used.
- Pressure test procedures
- The manufacturer's/repairer's certificate as defined in PER.
- All CAR's and corrective actions
- Operating Philosophy including all alarm and trip values
- Parts catalogue
- Maintenance manual
- Storage, packing and transportation instructions

## 4.3 Document Identification

The documentation requirements cover the various engineering stages, from the design stage through fabrication, installation, testing and commissioning and most importantly for the operating, maintenance and training stages of the project.

The *Contractor* is responsible for the compilation and the supply of the documentation during the various project stages and to provide the documentation programme linked to the milestone dates. Completion dates for documentation and drawings are scheduled to meet the milestone dates.

All documents supplied by the Contractor shall be subject to Eskom's approval. For consistency, it is important that all documents used within the project follow the same layout, style and formatting as described in the Technical Documents and Records Management Work Instruction (240-53114186). Documents such as QCP's, Method Statements and other documents impacting the work shall be approved by the Employer at least 3 working days prior to commencement of the Works.

**As a minimum, the following should be in the method statement:**

i. Activity

The Contractor illustrates the description of the major activities as of the programme described under Programming.

ii. Quantity

The Method Statement shows the quantity of that particular activity taken from the Bill of Quantities with its unit of measurement; this will directly influence the method to be used.

iii. Method

The Method Statement provides a short but complete description of how the activity will be executed, to engage the Project Manager with risks associated the method used.

iv. Sequence

The Method Statement shows the sequence of the activities; this serves as an indication to the planner on how activities will be linked. The sequence must also indicate if, and how activities can be overlapped.

v. Resources

All necessary equipment and labour required to complete a particular activity must be indicated in the Method Statement, this is used to assess the compensation event, should similar activities become a compensation event.

vi. Duration

The duration of the activity will be indicated in the Method Statement and will be quotient of quantity and production rate of the activity. This will illustrate if the estimated duration is realistic as stated in bullet number 3 of Clause 31.3 NEC Engineering and Construction Contract.

- The Contractor shall ensure that document has the following minimum attribute on the cover page:
  - Title of the document
  - Document Unique Identification Number (Eskom number)
  - Contractor Document number, if applicable
  - Document status
  - Revision number
  - Document Type
  - Document security level
  - Document revision table/history
  - Page number on the footer
  - Document Author/Authoriser/
  - Document Originator Contractor
- The following additional attributes are important for technical documents:

- Package/System name, sub-system if applicable
  - Unit/s number
  - Contractor name
  - Contractor number
  - Plant Identification Codes

#### **4.4 Format and Layout of Documents**

For consistency, it is important that all documents used within a specific domain follow the same layout, style and formatting standard.

##### **Layout and Typography**

- Every document should comply with the following font specifications:
  - Font Colour: Black
  - Main Headings Font Type: Arial, Bold, Capital Letters
  - Main Heading Font Size: 12pt
  - Sub Headings Font Type: Arial, Bold, Title Case
  - Sub Headings Font Size: 11pt
  - Body Font Type: Arial, Sentence Case i.e., only the first letter of the first word is a capital letter.
  - Body Text Font size: 11pt
  - Line Spacing: 1.5 line spacing
  - Margins: standard
  - Alignment: full justification to be used
  - Paragraphing: one line skip between paragraphs
  - Pagination: centred page numbers (about 0.5 inches from bottom)
  - Indentations: standard tab for all paragraphs (about 0.4 to 0.5 inches)

##### **Document Headers**

The header should include the project name, document title, document number, revision number and page number.

##### **Naming of files**

The Contractor will comply with the Eskom standard for naming documentation files. The standard is as follows:

For documents that have approval date and signature

(YYYYMMDD\_DocType\_DocumentTitle\_Uuid\_Revision.FileExtention)

For documents that do not necessarily require the 'Approved Date' and 'Revision & Versioning', use the date of update

(YYYYMMDD\_DocType\_DocumentTitle\_Uuid\_Revision.FileExtention)

All further requirements shall be according to IEC 61355 – 1:2008 (Edition) Classification and designation of documents for plants, systems and equipment – Part 1: Rules and classification tables.

#### **4.5 Document Submission**

Contractor engineering program shall allow a minimum of 5 days for mailing, processing, and review of drawings and data by Employer. The Contractor is responsible for the compilation and the supply of all the documentation required during the various project stages and to provide the documentation programmed to link with the milestone dates.

The Contractor shall document all documentation that will be sent to the Employer in the Master Document List (MDL) as provided by the Employer

If the Contractor makes further changes to the equipment and materials shown on submittals that have been reviewed by the Employer, the changes shall be clearly marked on the submittal by the Contractor and the submittal process shall be repeated. If changes are made by Contractor after delivery to the Plant, as-built drawings indicating the changes shall be prepared by Contractor and submitted to Employer for review. Any resubmittal of information shall clearly identify the revisions by footnote or by a form of back-circle, with revision block update, as appropriate.

### **Transmittals**

All document exchange shall be done using formal Transmittals. The following is the minimum information required for sending transmittals:

- Title of the document
- Reason for issuing/submission
- Transmittal Number
- Transmittal Name
- Transmittal Description
- Contract Number:
- Package Number
- Transmittal purpose
- Sender Name
- Sender E-Mail
- Sender Organisation
- Recipient Name
- Recipient E-Mail
- Recipient Organisation
- Disclosure Classification
- Date received
- Quantity of documentation referenced on the transmittal
- Number of copies
- Format/medium submitted (e.g. paper, DVD, etc.)
- Sender signature
- Recipient signature, once submitted, to acknowledge receipt

1. If a transmittal is in response to an Eskom communication via transmittal, the Eskom Transmittal Number shall be referenced in the transmittal response and shall be provided in addition to the metadata required.
2. The Contractor shall follow a structured and standard definition for Transmittal Descriptions, i.e. a subject line convention of **YYYYMMDD – <Contract & Package Number> – <Vendor> – <Short Description> – <Sender Initials>**.
3. **The Contractor shall follow a structured method of communication as defined within Communication Interface Memorandum (CIM) for any correspondence**
4. The Contractor shall follow a structured and standard definition for email subjects i.e. a subject line convention of **YYYYMMDD – < Package File Number> – > – <Email Subject line>**.
5. The Contractor shall select the purpose for transmittal in line with the standard Eskom Selection Criteria:
  - Issued for Approval
  - Issued for Award
  - Issued for Basic Design
  - Issued for Commissioning
  - Issued for Concept Design
  - Issued for Consideration

- Issued for Construction
- Issued for Detail Design
- Issued for Document Review
- Issued for Handover
- Issued for Information
- Issued for Installation
- Issued for Manufacturing
- Issued for Procurement
- Issued for Review
- Issued for Tender

6. Issuing of documents with different transmittal purposes shall be done separately and shall not be combined into one transmittal. This will ensure fast and efficient processing of incoming and outgoing transmittals and information exchange.

Electronic technical data submittals shall be made using the project manager's email address (and Zendto, a Web-based file transfer service. If *Contractor* does not already have Zendto transmittal capability, information is available at <https://zendto.eskom.co.za/>. (The Uniform Resource Locator [URL] to be used for electronic file submittals will be made available upon Contract award.)

*In case of email submission, the Contractor should note that if a single file to be transmitted is over 2MB in size, then the document shall be uploaded on Zendto portal.*

Notification to Engineer that submittals have been posted to Zendto shall be in accordance with the correspondence requirements of this Contract. *For the Zendto submission, a transmittal record must be submitted to the project email document control address information the Employer of such a submission.*

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

The *Contractor* shall comply with

- 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 three (3) days after order placement.

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

The Contractor shall comply to environmental authorizations obligations, water use licences, environmental management plan/programmes, any other applicable legislative requirements (local, provincial, national and international). The contractor shall also comply with Eskom policies and procedures.

The Contractor develops and implements as a minimum the following procedures/ method statements in line with site environmental regulations:

- Environmental Management Plan
- Site Establishment Procedure
- Site Layout Plan
- Waste Management Procedure
- Spill Management Procedure
- Hazardous Chemical Substances Management and Storage Procedure
- Water Management Procedure
- Stockpile and Erosion Management Procedure
- Clear-and-Grub Procedure
- Environmental Rehabilitation Procedure
- Veld Fire Procedure
- Environmental Training Awareness Procedure
- Emergency Preparedness and Response Plan
- Dust Control Procedure

All environmental procedures/ method statements, as listed above, are site-specific and submitted to for acceptance by the Project Manager before the commencement of construction activities.

#### **4.8 Quality assurance 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 within three (3) 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 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 the works.

The following requirements shall also be met for the entire duration of the contract. The standard 240-105658000, "Supplier Quality Management Specification (QM58)" shall be complied with.

- The supplier shall complete and sign **Form A** (Enquiry/Contract/Quality Requirements for QM 58 and ISO 9001).
- The supplier shall submit objective evidence of a developed QMS that complies with **ISO 9001** (or the latest applicable revision). The following documents (approved/signed copies) shall be submitted:
  - Quality management system manual or a document that defines and describes the QMS and its scope
    - Quality Policy
  - Control of documented information
  - Records required by ISO 9001 standard (List of Records)
  - Internal audit procedure
  - Control of nonconformity outputs
  - Nonconformity and Corrective action procedure

The QMS should drive all the supplier's business management processes to ensure that all of Eskom's requirements are fully met on a consistent basis.

- The supplier shall submit a **draft contract quality plan** that is specific to the scope of work as described in the tender documents. The plan must address the minimum requirements as per ISO 10005.
- Where applicable; the supplier shall submit an **example inspection and test plan (ITP) or quality control plan (QCP)**. The plan must address the minimum requirements as per ISO 10005 (if applicable).
- The supplier shall submit documented information for Control of Externally Provided Processes, Products and Services.
- The supplier shall submit a copy of documented information for roles, responsibilities and authorities.

Note: specific requirements per tender will be selected using the List of Tender returnable document (240-12248652)

- The Supplier shall comply with the quality requirements as stated in 240-105658000 - Supplier Quality Management Specification.
- *Compliance with Category 3 quality requirements and all other relevant requirements are mandatory.*
- Compliance with all Eskom standards and governance is essential for all aspects of the works including mechanical, C&I, civil, metallurgical, non-destructive testing, electrical, structural, administration and all other aspects.

#### **4.9 Programming constraints**

*The Contractor* will provide a detailed programme every second day during the project or as requested by the *Employers Representative*. The *Employer* may terminate a contract if a detailed programme is not submitted as requested by the *Employers Representative*. The final contract programme and breakdown will be agreed upon within three (3) days after order placement by the *Employer & the Contractor*.

*The Contractor* will provide a detailed programme every second day during the project or as requested by the *Employers Representative*. The *Employer* may terminate a contract if a detailed programme is not submitted as requested by the *Employers Representative*. The final contract programme and breakdown will be agreed upon within three (3) days after order placement by the *Employer & the Contractor*.

- **More than R350 000,00**
  - Computerized logic network

- Network barchart
- Time analysis (print out listing)
- Weekly updated critical activities report
- Weekly updated resource report
- Weekly updated interface dates with other Contractors.

- **Activities on critical path**

On request from the *Employers Representative* for work on critical path the *Contractor* must submit

- Computerized programme twice a day.
- However, should a logic change been executed by the *Contractor*, A revised network, bar-chart and time analysis must be submitted by the *Contractor*.
- Key dates are considered as part completion dates and failure by the *Contractor* to meet those dated could result in the imposition of penalties by Eskom.
- If any difficulties are foreseen in complying with the requirements of this document, these must be resolved with the *Employers Representative* before the tender is submitted.

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

Contractor to provide organogram listing management and key personnel including the following:

Construction Manager (Site dedicated)

Construction Supervisor (Site dedicated)

Safety Officer (Site dedicated)

#### **4.11 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)

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. Clause 50.2 states invoices submitted by the *Contractor* include the details stated in the Scope to show how the amount due has been assessed. The *Contractor* shall address the tax invoice to the email address that will be provided and include on it the following information. 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)

#### **4.12 Insurance provided by the *Employer*.**

Not applicable

#### **4.13 Contract change management.**

Contract change management will follow the normal compensation event process. Any change implemented by the Contractor without following the compensation event process will not be assessed for payment by the Project Manager

#### **4.14 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.

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

Not applicable

#### **4.16 Training workshops and technology transfer**

Not applicable

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

The scope of work for the project entails the design, supply, fabrication, installation, commissioning and testing of the dust suppression system complete system.

#### **5.1 Employer's design**

The Contractor must provide the suitable system which will be able to pump water and deliver to the sprinklers with minimum losses, with a capability to suppress the dust effectively throughout the dam wall

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

This scope of work outlines the system and the supporting subsystems required for the execution of the ash dam side wall dust suppression sprinkler system, which will facilitate with pumping the water from the final cut dam to suppress dust on the ash dam side wall using the sprinkler systems. The scope of work for the project entails the design, supply, fabrication, installation, commissioning and testing of the dust suppression

system complete system. The Contractor must provide the suitable system which will be able to pump water and deliver to the sprinklers with minimum losses, with a capability to suppress the dust effectively throughout the dam wall.

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

All procedures, standards and specifications stipulated in the scope of work MEA – 06502 must be adhered during the work execution.

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

The project include and require multiple discipline of design which is mechanical, civil, electrical and C&I Engineering as per the scope of work MEA – 06502.

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

Not Applicable

### **5.6 Design of Equipment**

From C to D, installed under the site ash dam road. The excavation of a pipe trench must comply with the requirements of Sub clause 5.4 of SABS 1200 DB. The Contractor must clear (as specified in SABS 1200 C) an area of sufficient width along the route of the pipeline to ensure that this selection operations are not hampered refer scope of work MEA – 06502.

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

The *Contractor* provides plant and materials, machinery, tools, labour, transportation, construction fuels, chemicals, construction utilities, and administration and other services and items required to complete the scope of work.

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

The contractor should just follow the scope and all Eskom standard and procedures specified in the scope.

## **6 Procurement**

### **6.1 People**

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

The contractor should employee labours from Kriel and surrounding areas. Eskom dash board hiring offices should be used. No hiring is allowed at Matla Power Station gate.

#### **6.1.2 BBBEE and preferencing scheme**

Not Applicable

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

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

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

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

## **6.2 Subcontracting**

### **6.2.1 Preferred subcontractors**

Not applicable

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

Not Applicable

### **6.2.3 Limitations on subcontracting**

Not applicable

### **6.2.4 Attendance on subcontractors**

Not applicable

## **6.3 Plant and Materials**

### **6.3.1 Quality**

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 three (3) 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 the works.

### **6.3.2 Plant & Materials provided "free issue" by the *Employer*.**

Not Applicable

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

Not applicable

### **6.3.4 Spares and consumables.**

Not Applicable

## **6.4 Tests and inspections before delivery**

The technical specification and Quality (QM58) will apply on Offsite and Site inspections

The Contractor must make a provision for access for the Project Manager and Others before, during and after the test and inspection dates to their workshops and site

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

The contractor should mark their plant and material on site.

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

Not Applicable

## **6.7 Cataloguing requirements by the Contractor**

Not Applicable

# **7 Construction**

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

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

The Contractor's Personnel and any visitors on the Project Site must be in possession of a valid identification card supplied by the Employer. Applications for identification cards shall be made in the form prescribed by the Project Manager. The identification cards shall be used to gain access to the Project Site and only persons with legitimate business on the Project Site and in possession of such identification cards will be allowed access. Applications for identification cards shall be made in good time prior to access being required. Lost, stolen or damaged cards shall be reported to the Project Manager immediately. A fee shall be charged for replacement cards. Identification card holders will be required to produce their identification cards for an ID photo at the security check points. Where a card holder's right of access to the Project Site is withdrawn, their identification card will be electronically cancelled. It is the responsibility of the Contractor to ensure the card is returned to the Project Manager.

### **Removal of Goods from the Project Site**

All persons removing *inter alia* materials, equipment, toolboxes, temporary facilities etc. from the Project Site must be in possession of a valid gate release permit. Applications for general or specific gate release permits shall be made in the form prescribed by the Project Manager.

### **Access Control for Vehicles**

Only a limited number of Contractor and Subcontractor non-construction vehicles will be allowed onto the Project Site. The Contractor is responsible for allocating within their allocated site parking for employees and visitors. Vehicle entry discs will be issued at the discretion of the Project Manager on receipt of an application signed by the Contractor. Applications for vehicle entry discs shall be made in a form prescribed by the Project Manager.

### **Visitors**

Before entering the Project Site, visitors (meaning any person other than the Contractor's Personnel) must be in possession of a valid identification card as mentioned above. Applications shall be made in a form prescribed by the Project Manager prior to access being required and visitors must be in possession of positive identification. The Contractor's visitors shall be subject to all Project Site rules and regulations including those related to Health & Safety and discipline. As a minimum requirement, visitors must wear safety shoes, hard hats, reflector vests, safety goggles, dust masks and any other personal protective equipment as required by the Project Manager and must be accompanied by their hosts at all times whilst on the Project Site.

### **Fire-arms**

Fire-arms will not be permitted on the Project Site (nor at other places, if any, as may be specified under the Contract as forming part of the Site). This restriction does not, however, apply to the South African Police Services in the pursuance of official duties and Security personnel approved by the *Project Manager*.

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

The Contractor shall comply with the Project Manager's directions for the movement of traffic, vehicles or pedestrian, at the Project Site. The Contractor shall interfere as little as possible with Project Site traffic, vehicles or pedestrian, during the performance of the Works. When necessary to cross, obstruct or close roadways or walks, the Contractor shall provide advance notice to the Project Manager, obtain the permission from the Project Manager and maintain suitable detours or other methods for the accommodation of other Project Site traffic. In making open cuts across traffic paths, the Contractor, unless otherwise approved by the Project Manager, shall cut only one-half of the traffic paths at a time. These Project Site traffic provisions shall likewise apply to places, if any, outside the Project Site as may be specified under the Contract as forming part of the Site.

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

It is very important that the Contractor keeps records of his people on Site, including those of his Subcontractors which the Project Manager or Supervisor have access to at any time. These records may be needed when assessing compensation events. The Contractor shall inform the Project Manager in advance for any work that is planned to be executed outside the official working hours.

The Employer's working hours are from:

- 07:00 to 16:30 Monday to Thursday
- 07:00 to 12:00 on Friday

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

The *Contractor* shall comply with

- 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 *Contractor's* safety file is to be submitted for approval to Matla's Safety Officer within three (3) days after order placement.

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

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 2003 (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.

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

N/A

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

Other Contractors are working in the same area as the work of this contract. In this regard, the Contractor co-ordinates his work with the Project Manager to maintain harmonious working conditions on Site. During the progress of the works the Contractor provides access to others who also execute work in the same area, on an as and when required basis. The Contractor makes his own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others (this includes access difficulties experienced during construction). The Contractor will have to cooperate with others.

#### **7.1.8 Publicity and progress photographs**

The taking of photographs at Matla Power Station including the Project works is restricted and subject to the approval by the Project Manager. For the purpose of the Progress Reporting Requirements, the Project Manager may prohibit the taking of such photographs and/or require that all such photographs be taken by the Employer. All notice boards, advertising rights and media relations should be published with the approval of the Employer.

#### **7.1.9 *Contractor's* Equipment**

- The Contractor provides all Equipment that is required to complete the works. The Contractor shall ensure that all his construction equipment remains within the fenced off in the allocated construction area.
- The Contractor shall ensure that any equipment moving outside his allocated construction site does not obstruct the normal operation of the power station. Any additional access routes required must be coordinated with the Project Manager.
- The Contractor must keep daily records of his equipment used on Site and the Working areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.
- All Equipment used by the Contractor in providing the works shall comply with the General Machinery Regulation 4 of the Occupational Health and Safety Act (Act 85 of 1993)

### **7.1.10 Equipment provided by the *Employer***

No Equipment will be supplied by the Employer; however, the Employer does reserve the right to negotiate with the Contractor on the use of different equipment for whatever purpose that may become apparent at the time. The Contractor supplies all equipment including equipment for the construction of the works and site establishment

### **7.1.11 Site services and facilities**

#### **Water**

Water (Raw water and Fire water) will be made available on request free of charge from tapping points on site. Connection point to be provided by the Employer. The Contractor is responsible for connection from the tapping points to the contractors yard. The Contractor shall have indicated his request in the Tender. Neither the Employer nor the Project Manager shall, however, be bound to approve any revised requirements.

#### **Electricity**

All power required for construction and lighting should be provided for by the contractor. The Employer will not supply electrical power for construction purposes.

### **7.1.12 Facilities provided by the *Contractor***

#### **Contractor's offices and storage**

The contractor shall provide contractor's yard and offices to be used by the contractor during the duration of the contract. . The yard will be kept clean and tidy at all times, this will include all workshops and storage areas under the control of the Contractor. Maintenance of the yard is the Contractors responsibility and is for the Project Managers acceptance. Outfall drainage of all surface run-off drains is constructed by the Contractor to the acceptance of the Project Manager to minimise erosion and to effect control of contaminated water

#### **Rehabilitation**

The Contractor is responsible for the rehabilitation of the areas of responsibility including lay down area. Amongst others, this shall include the removal of infrastructure such as offices, workshop areas, storage areas, etc... The area should be top soiled and vegetated as per the approved de- establishment plan, environmental authorizations and other relevant regulations.

#### **Ablution Facilities and Refuse**

Where required, the Contractor shall provide and maintain adequate and suitable sanitized ablution facilities appropriate to the workforce size and work duration that conforms to the requirements of all applicable legislation. The ratio is 1 ablution to 15 employees for each gender. The separate ablution facilities shall be provided for both genders. These portable ablution facilities will be kept tidy and hygienic during the duration of the Project. Where the Contractor makes use of existing facilities provided by the project, the Contractor shall ensure that their employees support the aim of keeping these facilities clean and hygienic. The Contractor is to supply own sanitary facilities. A refuse and sewage control system will be established by the Contractor. The Contractor submits all safe disposal certificates and waste manifests to the Project Manager.

### **Accommodation**

The Contractor must provide accommodation, and transportation to and from site for its employees. Transportation must also be provided for local employees. Transportation must be sourced local to Matla Power Station.

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

The Contractor will be responsible for bringing the power and water from the allocated tapping points to the contractor's yard for his final connection as well as Others connection. The Contractor is responsible for issuing a Certificate of Compliance for his electrical works.

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

The *Project Manager* provides coordinates and marking for the beacon for the main setting out grid lines for the works and permanent level benchmarks. The *Contractor* takes reasonable steps to preserve beacons and benchmarks. The *Project Manager* is not responsible for any beacons that are removed as long as others exist.

The *Project Manager* designates the working area boundary limits and assigns for the *Contractor*'s use access roads, parking areas, storage areas, existing facilities areas and construction areas. The *Contractor* does not trespass in or on areas not designated for his work. The *Contractor* is responsible for keeping *Contractor*'s personnel out of areas not designated for *Contractor*'s use, except, in the case of isolated work located within such areas for which the *Contractor* is authorised to do so. The control points will be established by the *Contractor*. Land surveys will be done by the *Contractor* before and after clear and grub, before and after topsoil strip and after final excavation before construction commences.

### **7.1.15 Excavations and associated water control**

Prior to commencing work on any trench or excavation, the Contractor shall first submit a completed Excavation Permit to the Project Manager. The permit shall be submitted far enough in advance to allow the Project Manager to review the Contractor's submittal. After reviewing the information, the Project Manager shall sign the permit indicating that it has been approved and return a copy of it to the Contractor. The Contractor may commence work after receiving the signed permit. For all trenches or excavations over 7 meters deep, the *contractor* must have the sloping, shoring, or shielding method reviewed by a Licensed Professional Engineer of discipline. The design must be submitted to the Project Manager as an attachment to the Excavation Permit.

The Contractor shall ensure that a full sketch is provided as part of the permit detailing the excavation and the location of underground services. It is unlikely that Project Manager issued construction drawing(s) even annotated will constitute a detailed sketch for the purpose of recording underground services.

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

The Contractor shall conduct a cable scan using a device that can detect cables and other services. The Contractor shall ensure that the operator of the scanner is adequately trained and competent to use the device to its full capabilities with and without the use of a signal generator.

A contractor shall ensure that all excavation work is done in accordance with the requirements of Construction Regulation 13 of the OHS Act.

- Prior to commencing work on any excavation or trench, utility owners shall be contacted and advised of the proposed work and to determine the location of all underground installations, i.e., sewer, telephone, water, fuel, electrical, etc.
- Overhead hazards shall be assessed and dealt with prior to commencement of work.
- All excavations done by the Contractor are to be clearly demarcated and barricaded to prevent accidental access.
- Barricading must be placed as close (500mm from the edge) as possible to the excavation.
- Where it is impracticable to provide fixed guard railing, effective removable barriers shall be provided at all unguarded openings in guard railing or floors and shall be maintained in position at all times until the hazard no longer exists.
- Warning signs and flashing warning lights at night shall be displayed in suitable positions to warn any persons approaching the area of the location and extent of any excavation.
- No material shall be placed within 3m of the excavation edges.
- Project Manager to review the said register on a pre-determined frequency not exceeding seven (7) days.
- There shall be a supervisor present at all times while work is being performed in an excavation
- No work shall commence in an excavation unless the excavation has been declared safe in writing by the appointed competent person.

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

##### **Noise**

The Contractor shall conduct Health Risk Assessment to determine noise levels. If the noise level is medium or high, the Contractor shall implement control measures.

##### **Dust and Air quality control**

The dust shall be managed in such a manner that the Contractor complies with Environmental requirements and unnecessary complaints are prevented. The Contractor shall provide all the necessary equipment and tools to do dust suppression in their Contractor's laydown areas, surrounding areas and roads as well as in their working areas. The Contractor is also responsible for dust suppression on common areas, Eskom areas which are not used exclusively, or primarily by the Contractors. The Contractor must also dust suppress on other areas that are affecting his works. Dust suppression measures shall be in place to reduce the dust caused by the movement of construction vehicles and other sources.

##### **Water pollution control**

The Contractor shall provide the method statement for water pollution control for the approval of the Project Manager. The Contractor shall implement appropriate storm water management control measures prior to construction to manage any erosions such as installing of sediment barriers and/or low berms along the downslope edge of cleared areas to trap sediments on site. Design of sediment barriers should be such that expected flow velocities will not damage the barriers or impair their function. Regular cleaning and maintenance of the barriers should be undertaken.

The Contractor shall ensure that there is no mix of clean and dirty water. The Contractor must inform the PM prior to the abstraction of water from any onsite water bodies.

##### **Waste**

For the purpose hereof, "waste" any matter, whether liquid or solid or any combination thereof, which is a by-product, emission, residue or remainder of any process or activity carried out in connection with the works

and which is not reused on the Site in the ordinary course of carrying out the works within seven days of production.

The Contractor maintains a high standard of cleanliness during the conduct of his activities at Matla Power Station. This includes areas allocated for storage of materials, site offices etc. to the satisfaction of the Project Manager. The Contractor keeps these areas clean and free from accumulation of waste materials and refuse regardless of the source. The Contractor is responsible for the prompt removal of all waste to a designated disposal area. The disposal area will be on or in the vicinity of the Power Station and be indicated by the Project Manager.

The Contractor provides an adequate number of marked bins and containers at offices, in yards, at workshops and on the Site for the temporary storage of waste. These bins and containers are subject to approval by the Project Manager. The Contractor is required to segregate certain items of waste by type as designated by the Project Manager. Bins and containers are emptied and waste removed to the designated area at least once a week.

All the temporary storage areas for bins and containers are kept tidy and must not constitute a nuisance to others. The Contractor takes all required steps to avoid spillage of waste alongside the bins and containers during removal and disposal thereof. All waste that cannot be contained in either a bin or container is placed on a temporary waste site which the Project Manager identifies. No burning of waste and littering is allowed at the Power Station.

Hazardous waste is dealt with in accordance with the SHE Specification requirements of the works and the Contractor is solely responsible for the proper disposal thereof. Hazardous waste will be disposed of at an authorised landfill site. Waste register will be kept for record keeping and handed over at the end of the Project. The Contractor notifies the Project Manager of all chemical substances coming to site and keeps an inventory and MSDS of the chemicals.

### **7.1.18 Sequences of construction or installation**

The contractor provides a construction schedule and the employer to approve.

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

The *Contractor* provides a notice of work to be covered up to the *Supervisor* as per the approved inspection test plans.

### **7.1.20 Hook ups to existing works**

The adjacent plant and equipment may not be modified without written permission from the *Project Manager*. The *Contractor* complies with Eskom Life Saving Rules and will report any non-conformance.

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

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

Completion will not be achieved until the *Contractor* has successfully completed and handed over all *Works* associated with the contract including the following amongst others;

- Contractor Application for Eskom's Inspection of the Works /Part of the Works,
- Data Packs (e.g. Material Certificates, Qualifications, NDT and Welding Documentation, Cutting Instructions, Factory Design Review Reports, etc.)
- Partial/final Inspection certificate,
- Defects Notification Certificate/Clearance,
- Red-lined drawings for engineering approval,
- Testing results,
- Safety and Housekeeping Certificate,
- Safety Clearance Certificate,
- Completion Certificate,
- Defects Certificate and
- Take over Certificate.

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 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.

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

The *Employer* may use any part of the *works* before Completion has been certified but if he does so he takes over the part of the *works* except if the use is for a reason stated in the Works Information

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

The *Contractor* conducts all testing (where/if required) according to the relevant national standards and at Employers request within the testing provisions

#### **7.2.4 Commissioning**

The contractor shall provide commissioning procedure of the system after completion, The commissioning procedure is to be submitted to the Employer.

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

The *Contractor* gives the *Project Manager* written notice that the *works* are ready for energisation. Such notice will suit the requirements of the *Employer* but will not, unless otherwise agreed, be less than 48 hours or more than fourteen (14) calendar days.

No alterations or adjustments will be made to the *works* after functional checks are done without the *Project Manager*'s written permission.

At this stage the following must have been achieved:

- a) Ensure that SHE File has been approved.
- b) Installation and pre-commissioning completed.
- c) Testing report and the associated certificates received.
- d) Signed erection and safety clearance certificates.
- e) Final Draft of the Technical, Operating, Maintenance manuals delivered.
- f) All Quality Control Plan (QCP) documentation received.

### **7.2.6 Take over procedures.**

Take over is after or at the same time as Completion. The *Employer* may require the *Contractor* to provide assistance during hand over and data packs to be submitted

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

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* may require the *Contractor* to undertake certain procedures before such access can be granted (for example applying for a plant to be safe)

### **7.2.8 Performance tests after Completion**

The projects require the *Contractor* to demonstrate that the *works* can operate as guaranteed by the *Contractor* (in *Contractor's Works Information*) or specified by the *Employer* in this *Works Information*.

All performance tests shall be carried out on the upgraded Dust Handling Plant to verify its compliance with the *Works Information*.

The performance tests shall include, but not be limited to, assessments of dust handling efficiency, system capacity, and overall operational effectiveness.

Eskom acknowledges that there may be instances where the availability of sufficient air for performance testing may be challenging.

In cases where Eskom cannot provide the required air for testing, the *Contractor* shall interpolate the results based on available conditions and provide a detailed report outlining the assumptions made during interpolation.

Eskom and the *Contractor* shall collaborate to schedule another set of physical performance tests when the air requirements can be met adequately.

If Eskom encounters prolonged challenges in meeting the air requirements, the *Contractor* may, at its discretion, source a dedicated compressor solely for the purpose of commissioning and testing.

If a dedicated compressor is sourced, it shall be used exclusively for commissioning and performance testing of the upgraded Dust Handling Plant.

Eskom shall provide necessary assistance and support to facilitate the integration and utilization of the dedicated compressor for testing purposes.

The costs associated with sourcing and utilizing the dedicated compressor shall be borne by the *Contractor*.

### **7.2.9 Training and technology transfer**

Include if the *Employer* requires the *Contractor* to provide training in the use and maintenance of the *works* or any associated transfer of technology from him to the *Employer*.

### **7.2.10 Operational maintenance after Completion**

## **8. Plant and Materials standards and workmanship**

Not applicable

### **9. Investigation, survey and Site clearance**

Not applicable

## 10. Building works

Not applicable

### a. Civil engineering and structural works

Not applicable

### b. Electrical & mechanical engineering works

Not applicable

### c. Process control and IT works

Not applicable

### d. Other [as required]

Not applicable

## 11. List of drawings

### 11.1 Drawings issued by the *Employer*

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

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

Drawing number	Revision	Title

## 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 subheadings 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.

## PART 4: SITE INFORMATION

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

## PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which,

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

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

### 1. General description

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

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

The works includes the removal of the existing perimeter fencing and installation of the new perimeter fencing at Matla power station.

### 3. Subsoil information

Not applicable

**4. Hidden services**

Contractor to perform underground scanning to check if there are existing under ground service before work can commence.

**5. Other reports and publicly available information**

Not applicable