



NEC3 Engineering & Construction Contract

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

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

for **The Refurbishment of Fabric filter plant cages**
at Majuba Power Station Re-Bag 7

Contents:

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

CONTRACT No. 46000

Part C1: Agreements & Contract Data

Contents:

- C1.1 Form of Offer and Acceptance**
- C1.2a Contract Data provided by the *Employer***
- C1.2b Contract Data provided by the *Contractor***

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 refurbishment of Fabric Filter Plant Cages on Majuba Power Station for Re-Bag 7.

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	
	Value Added Tax @ 15% is	
	The offered total of the amount due inclusive of VAT is ¹	
	(in words) (Excluding VAT) And (Including VAT)	

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: _____

Name & signature of witness

Date

Tenderer's CIDB registration number (if applicable)

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

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)

Yangaphe Ngcashi

Capacity

General Manager Power Station
Majuba

**for the
Employer**

Majuba Power Station
N11 Amersfoort-Volksrust
Volksrust
2470

Name &
signature of
witness

Date

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	Note	

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

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

For the tenderer:

For the Employer

Signature Name Capacity On behalf of (Insert name and address of organisation) Name & signature of witness Date Yangaphe Ngcashi General Manager Power Station Majuba Majuba Power Station N11 Amersfoort-Volksrust Volksrust 2470
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C1.2 ECC3 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X5: Sectional Completion
		X7: Delay damages
		X16: Retention
		X17: Low performance damages
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	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)	Illze Geldenhuys
	Address	Majuba Power Station, Private Bag 9001, Volksrust, 2470
	Tel	+27 17 799 3137
	Fax	+27 86 585 4166
	e-mail	GeldenIL@eskom.co.za
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	

	Tel No.																						
	Fax No.																						
	e-mail																						
11.2(13)	The <i>works</i> are	The Refurbishment of Fabric Filter Plant Cages on Majuba Power Station for Re-Bag 7																					
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> Failed quality inspections. Failure to adhere to quality standards. Community unrest and strikes. 																					
11.2(15)	The <i>boundaries of the site</i> are	Majuba Power Station																					
11.2(16)	The Site Information is in	Part 4: Site Information																					
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.																					
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa																					
13.1	The <i>language of this contract</i> is	English																					
13.3	The <i>period for reply</i> is	Three working days																					
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.																					
3	Time																						
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	03 August 2028																					
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><i>Condition to be met</i></th> <th><i>key date</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Complete Refurbishment of identified FFP Cages</td> <td>As per Accepted Program</td> </tr> </tbody> </table>		<i>Condition to be met</i>	<i>key date</i>	1	Complete Refurbishment of identified FFP Cages	As per Accepted Program															
	<i>Condition to be met</i>	<i>key date</i>																					
1	Complete Refurbishment of identified FFP Cages	As per Accepted Program																					
30.1	The provisional access dates are:	<table border="1"> <thead> <tr> <th></th> <th>Part of the Site</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Unit 1</td> <td>As per Accepted Program</td> </tr> <tr> <td>2</td> <td>Unit 2</td> <td>As per Accepted Program</td> </tr> <tr> <td>3</td> <td>Unit 3</td> <td>As per Accepted Program</td> </tr> <tr> <td>4</td> <td>Unit 4</td> <td>As per Accepted Program</td> </tr> <tr> <td>5</td> <td>Unit 5</td> <td>As per Accepted Program</td> </tr> <tr> <td>6</td> <td>Unit 6</td> <td>As per Accepted Program</td> </tr> </tbody> </table>		Part of the Site	Date	1	Unit 1	As per Accepted Program	2	Unit 2	As per Accepted Program	3	Unit 3	As per Accepted Program	4	Unit 4	As per Accepted Program	5	Unit 5	As per Accepted Program	6	Unit 6	As per Accepted Program
	Part of the Site	Date																					
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3	Unit 3	As per Accepted Program																					
4	Unit 4	As per Accepted Program																					
5	Unit 5	As per Accepted Program																					
6	Unit 6	As per Accepted Program																					

		As per Accepted Program
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Four (4) weeks of the Contract Date.
31.2	The <i>starting date</i> is	03 August 2026
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1 weeks.
4	Testing and Defects	
42.2	The <i>defects date</i> is	24 weeks after Completion of the whole of the works.
43.2	The <i>defect correction period</i> is	Twenty-Four (24) Hours.
5	Payment	
50.1	The <i>assessment interval</i> is	Between the 25th and 30th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the 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 <i>mutatis mutandis</i> 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.</p>
6	Compensation events	
60.1(13)	The place where weather is to be recorded is:	Majuba Power Station

	<p>The <i>weather measurements</i> are supplied by</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>and which are available from:</p>	<p>South African Weather Bureau</p> <p>Amersfoort</p> <p>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the Employer</p>
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. None.
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with activity schedule	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration.
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg, South Africa

	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
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12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1(a)	The <i>base date</i> for indices is	Base date will be 1 month prior to the tender closing date. Rates will be fixed for one year. Thereafter ANNUAL CPA adjustments will be applicable.														
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	<table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td>0.85</td> <td>Labour</td> <td>Seifsa Table C-3 All hourly paid employees</td> </tr> <tr> <td>0.15</td> <td>non-adjustable</td> <td></td> </tr> <tr> <td colspan="2">Total</td> <td>1.00</td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	0.85	Labour	Seifsa Table C-3 All hourly paid employees	0.15	non-adjustable		Total		1.00		
proportion	linked to index for	Index prepared by														
0.85	Labour	Seifsa Table C-3 All hourly paid employees														
0.15	non-adjustable															
Total		1.00														

X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
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X5 Sectional Completion

X5 & X7	Sectional Completion and delay damages used together								
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	<table border="1"> <thead> <tr> <th>section</th> <th>Description</th> <th>Amount per day</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Complete refurbishment of identified cages per Unit.</td> <td>R 2 500.00</td> </tr> </tbody> </table>	section	Description	Amount per day	1	Complete refurbishment of identified cages per Unit.	R 2 500.00	
section	Description	Amount per day							
1	Complete refurbishment of identified cages per Unit.	R 2 500.00							
	The total delay damages payable by the <i>Contractor</i> does not exceed:	R 175 000.00							

X16 Retention

X16.1	The <i>retention free amount</i> is	R 0.00
	The <i>retention percentage</i> is	2.5% which is applicable to the fulfilment of the SDL obligations

X17 Low performance damages

X17.1	The amounts for low performance damages are:	<p>Amount</p> <p>R 10 000.00</p> <p>R 10 000.00</p>	<p>Performance level</p> <p>for every environmental non-compliance incident.</p> <p>For every safety non-compliance incident.</p>
X18 Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.0 (zero Rand)	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the deductibles relevant to the event	
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	<p>The greater of</p> <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus 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:	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right. 	
X18.5	The <i>end of liability date</i> is	<p>(i) 5 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</p>	

inspection by the *Employer* or the *Supervisor* before the *defects date*, without requiring any inspection not ordinarily carried out by the *Employer* or the *Supervisor* during that period. If the *Employer* or the *Supervisor* do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the *Employer* or the *Supervisor* to have discovered the Defect.

Z	The <i>Additional conditions of contract</i> are	Z1 to Z15 always apply.
Z1	Cession delegation and assignment	
	Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .
	Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.
Z2	Joint ventures	
	Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.
	Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Project Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
	Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
	Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
	Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Project Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Project Manager</i> .
	Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.
	Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.
Z4	Confidentiality	

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
 - undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

Z9 Employer's limitation of liability

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

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

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

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

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

Z12 Ethics

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

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

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

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

- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractor or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

- 84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 84.2** The *Contractor* provides the insurances stated in the Insurance Table A.
- 84.3** The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the <i>works</i> , Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance

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

Z 13.2

Replace core clause 87 with the following:

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

INSURANCE TABLE B

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

Z14 Nuclear Liability

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

Z15 Asbestos

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

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

-
- SANAS** means the South African National Accreditation System.
- TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
- Z15.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (“Asbestos Regulations”). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z15.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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

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

Month	Weather measurement				
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	202	7	0	2	
February	158	7	0	3	
March	122	5	0	2	
April	115	4	2	2	
May	43	3	8	4	
June	29	2	22	6	
July	36	2	21	7	
August	36	2	11	7	
September	64	3	4	6	
October	148	6	2	5	
November	167	8	0	2	
December	177	7	0	3	

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

Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	None
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience:	
	2 Name: Job: Responsibilities: Qualifications: Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.

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

11.2(14)	The following matters will be included in the Risk Register	None		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).</i>		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	0 %		
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is	Minus 0 %		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

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

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.
		(27) The Price for Work Done to Date is the total of the Prices for <ul style="list-style-type: none">• 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.

2. 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.

3. 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*.

4. Preparing the activity schedule

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

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

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

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

C2.2 the *activity schedule*

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

Item No.	Activity description	Unit	Qty	Price Each	Total price
1	Refurbishment of cage sections	Each	179 000		
2	Corrosion protection on cage section when required	Each	21 000		
3	Replace damaged short tops and weld in retainer rings	Each	70 000		
4	Load test clips on refurbished cage sections (Tops and middle section clips)	Each	179 000		
5	Steel Crate Refurbishment	Each	100		
6	Steel Crate Manufacturing when required	Each	100		
7	Forklift	Month	24		
8	Health & Safety	Month	24		
9	Site Management	Month	24		
10	Quality Assurance	Month	24		
11	Full time fire watch	Month	24		
12	Remove and dispose of new cage wooden crates from the Majuba Site to a licensed wasteland site (per trip with 3 tonne truck)	Each	100		
13	Site establishment				
13.1	Site Maintenance	Month	24		
13.2	Site Cleaning	Month	24		
13.3	Replace broken curb stones when required	Each	10		
13.4	Vegetation control	m ²	1800		
13.5	Container Defect Corrections	Month	24		
13.6	Electrical Maintenance	Month	24		
13.7	Corrugated steel sheet maintenance	Month	24		
13.8	Construct Fence Area	Each	1		
14	Site de-establishment	Each	1		

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER’S WORKS INFORMATION

Table of Contents

1	Description of the <i>works</i>	28
1.1	Executive overview.....	28
1.2	<i>Employer’s objectives and purpose of the works</i>	28
1.3	Interpretation and terminology	29
1.3.1	Definitions	29
1.3.2	Abbreviations	30
2	Management and start up.	32
2.1	Management meetings.....	32
2.2	Documentation control	33
2.3	Health and safety risk management.....	33
2.18	Environmental constraints and management	40
2.19	Quality assurance requirements.....	41
2.19.1	Quality Management System.....	41
2.19.2	Quality Inspection Plans	42
2.20	Contractor’s inspection	42
2.21	Programming constraints.....	42
2.22	<i>Contractor’s management, supervision, and key people</i>	43
2.23	Invoicing and payment.....	44
2.24	Contract change management	46
3	Procurement.....	46
3.1	People	46
3.1.1	Minimum requirements of people employed on the Site	46
3.1.2	BBBEE and preferencing scheme	46
3.1.4	Skills Development	46
3.1.5	SD&L Reporting and Monitoring	47
3.2	Subcontracting	47
3.2.1	Preferred subcontractors	47
3.2.2	Subcontract documentation, and assessment of subcontract tenders	47
3.2.3	Limitations on subcontracting	47
3.3	Plant and Materials.....	47
3.3.1	Quality	47
3.3.2	Plant & Materials provided “free issue” by the <i>Employer</i>	48
3.3.3	<i>Contractor’s procurement of Plant and Materials</i>	48
3.4	<i>Contractor’s Equipment (including temporary works)</i>	49
4	Construction	49
4.1	Temporary works, Site services & construction constraints.....	49
4.1.1	<i>Employer’s Site entry and security control, permits, and Site regulations</i>	49
4.1.2	Restrictions to access on Site, roads, walkways and barricades	50
4.1.3	People restrictions on Site; hours of work, conduct and records.....	50
4.1.4	Appointment of Authorised Supervisors and Responsible Persons.....	52
4.1.5	Process for appoint Authorised Supervisors and Responsible Persons.....	52
4.1.6	Permits, Plant Safety Regulations, Authorised Supervisor Training and Duties	52
4.1.7	Health and safety facilities on Site	53
5	Completion, testing, commissioning, and correction of Defects	53
5.2	Performing the Works.....	53
7	Plant and Materials standards and workmanship	58
7.1	Standards and Regulations.....	58
8.	Specifications	58
9.	List of drawings.....	60
9.1	Drawings issued by the <i>Employer</i>	60
Part 4:	Site Information	65
1.2	Existing buildings, structures, and plant & machinery on the Site	66
1.3	Site Geography and Climate.....	66
2.	Gate access during labour unrest.....	68

1 Description of the works

1.1 Executive overview

- a) This Works Information, also known as the works, entails the refurbishment and testing of Fabric Filter Plant (FFP) cages on six units known as Re-Bag 7.
- b) The *works* include:
 - i. Sorting,
 - ii. Load test on cage clips,
 - iii. Handling,
 - iv. Transporting,
 - v. Refurbishing of FFP cages,
 - vi. Manufacturing of new steel storage crates when required, refurbishment of existing crates if damaged, including painting,
 - vii. Disposal of generated waste, and
 - viii. Remove and dispose of new cage wooden crates from the Majuba Site to a licensed wasteland site.
- c) The *Contractor* would be required to create new crates out of five (5) mm angle iron for the handling and storage of cages upon the instruction from the *Employer*. The crate design must be strong enough to withstand normal wear and tear from cage handling.
- d) The *Contractor* must perform corrosion protection per the *Employer's* specifications and store the cages.
- e) The *Contractor* will be assigned a workspace at the Africa Stores on the Majuba Power Station site. The *Contractor* is in charge of maintaining good housekeeping, rearranging a stacking area at the request of the *Employer*, and cleaning this designated area.
- f) The *Contractor* is required to provide their own toiletries and would be responsible for maintaining, cleaning, and keeping the ablution and kitchen facilities neat.
- g) The *works* include a scope for site establishment and maintenance, which remains the *Employer's* property after contract completion.

1.2 Employer's objectives and purpose of the works

- a) The project's goal is to replace the FFP Bags and Cages when they reach the end of their useful life, which should keep normal emissions below 20 mg/Sm³.
- b) By refurbishing Fabric Filter Bag cages, this portion of the work contributes to the overall Re-Bag 7 project.

1.3 Interpretation and terminology

1.3.1 Definitions

Definition	Explanation
Agent	(OHS Act) means any person who acts as a representative for a client
Clean Site Yard	A "clean site yard" typically refers to a construction or industrial site that is kept clean and well-organised. It implies that the area is free from clutter, debris, or hazards/risks that could impede work progress, compromise safety, or cause environmental problems.
Competent person	(OHS Act) means any person having the knowledge, training, experience, and qualifications, specific to the work or task being performed, provided that, where appropriate, qualifications and training are registered in terms of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995)
Contractor	In relation to this document, where the word "Contractor" is used, it will mean all or some of the following: principal Contractors, appointed Contractors, suppliers, vendors, service providers and consultants
Construction work	(OHS Act) means any work in connection with: the erection, maintenance, alteration, renovation, repair, demolition or dismantling of, or addition to, a building or any similar structure; the installation, erection, dismantling, or maintenance of a fixed plant where such work includes the risk of a falling person; the construction, maintenance, demolition, or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system, or any similar civil engineering structure; or the moving of earth, the clearing of land, the making of an excavation, pilling, or any similar type of work
Design	(OHS Act) in relation to any structure, includes drawings, calculations, design details, and specifications
Employer	(OHS Act) means, subject to the provisions of subsection (2), any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him/her, but excludes a TES (ex-labour broker) as defined in section 1(1) of the Labour Relations Act 1956 (Act No. 28 of 1956)
Environment	(32-94) means: the land, water, and atmosphere of the earth; micro-organisms and plant and animal life; and any part or combination of (a) and (b) and the interrelationships among and between them, and the physical, chemical, aesthetic, and cultural properties and conditions of the foregoing that influence human health and well-being
Environmental aspect	Element of an organization's activities or products or services that can interact with the environment
Environmental Impact	Any change to the environment, whether adverse or beneficial, wholly or partially resulting from an organization's environmental aspects
Environmental Management plan	A detailed plan of action prepared to ensure that recommendations for enhancing or ensuring positive impacts and limiting or preventing negative environmental impacts are implemented during the life cycle of a project. This Environmental Management Plan should preferably form part of Eskom's Environmental Management System
Eskom requirements	Eskom requirements flowing from directives, policies, standards, procedures, specifications, work instructions, guidelines, or manuals
Fall protection plan	(OHS Act) means a documented plan of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied to eliminate the risk
Hazard	(OHS Act) means a source of, or exposure to, danger
Health and safety plan	(OHS Act) means a document plan that addresses hazards identified and includes safe work procedures to mitigate, reduce, or control hazards identified

Definition	Explanation
Health and safety requirements	Means comprehensive health and safety requirements for a contract, project, Site, and scope of work. This specification is intended to ensure the health and safety of persons, both workers and the public, and the duty of care to the environment. The health and safety requirements must be specific to each contract, project, Site, and scope of work
Hot work	means any activity involving, a source of ignition, such as welding, cutting, grinding, sparks, and any electrical equipment that could give off sparks and any other work that could serve as a source of ignition that can pose a danger, specifically when carried out in a confined space or in the vicinity of any combustible material.
Hot work approval	Means a document that approves hot work and states the precautions to be taken before, during and after hot work. This document is prepared and signed by the hot work monitor. (Refer General Safety Regulation 9 of the Act)
Hot work monitor	Means the person(s) appointed by each Site to perform the duties required to complete and approve the hot work approval document and be responsible to ensure that precautions detailed therein are carried out and the provision of adequate firefighting equipment. The hot work monitors training must include: knowledge on the "triangle of combustion", causes of fire, identification of combustible materials, fire spread, classes of fire, methods of extinguishing fire and which extinguishing agent to choose for safety reasons, as well as the use of fire extinguishers and fire hose reels.
Lifesaving Rules	(240-62196227) a rule that, if not adhered to, has the potential to cause serious harm to people
Method statement	(OHS Act) means a written document detailing the key activities to be performed to reduce, as reasonably as practicable, the hazards identified in any risk assessment
Near miss	A near miss is an OHS event that did not result in human injury or damage but had the potential, under different circumstances, to cause human injury or property damage. This includes the reporting of hazards or unsafe conditions.
Pre-job brief or meetings	(34-227) means a meeting that is held prior to the commencement of the day's work and that is attended by all the relevant employees associated with the work task
Project Manager/ Leader	(32-136) means the person who has the responsibility for the successful planning and execution of a project. The Project Manager must satisfy the certification requirements set by the South African Council for the Project and Construction Management Professions. Note: The Project Manager is the duly authorised Eskom representative who acts on Eskom's behalf as the administrating officer for the purposes of the contract
Risk assessment	(OHS Act) means a programme to determine any risk associated with any hazard at a Construction Site to identify the steps needed to be taken to remove, reduce, or control such hazard.
Site	(34-228) means an Eskom department, unit, complex, building, specific project, work site, or the site where agents, clients, principal Contractors, Contractors, suppliers, vendors, and service providers provide a service to Eskom, directly or indirectly
Supplier	(32-1034) means a natural or legal person who renders a service and may include the following current or potential supplier vendor, <i>Contractor</i> , consultant
Task	(34-227) a segment of work that requires a set of specific and distinct actions for its completion

1.3.2 Abbreviations

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BSO	Behavioural Safety Observations

COC	Certificate of Compliance
COID	Compensation for Occupational Injuries and Diseases
EDMS	Eskom Document Management System
FFP	Fabric Filter Plant
GR	Goods Received
ITP	Inspection and Test Plan
LDV	Light delivery vehicles
LTI	Lost time incidents
OHS Act	Occupational Health and Safety Act
PAN	Polyacrylonitrile
PPE	Personal Protective Equipment
QCP	Quality Check Plan
Samtrac	Safety Management Training Course
SAPS	South African Police Service
SAPS AFIS	South African Police Service Automated Fingerprint Identification System
SD&L	Supplier Development & Localisation
SE	Service Entry
VAT	Value added Tax

2 Management and start up.

2.1 Management meetings

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

Title or purpose	Approximate time or interval	Location	Attendance by:
Kick-off meeting	Within two weeks of contract start	Majuba Power Station, Projects Boardroom	<i>Employer's and Contractor's</i> Project/Contract and Site Managers
Overall contract progress and feedback	Weekly (Frequency can increase due to Project Delays)	Majuba Power Station, Projects Boardroom, MS Teams (To be announced)	<i>Employer's and Contractor's</i> Project/Contract and Site Managers
Risk registers and compensation events	Monthly	Majuba Power Station, Projects Boardroom, MS Teams (To be announced)	<i>Employer's and Contractor's</i> Project/Contract and Site Managers
Majuba BU and <i>Contractor's</i> Safety meeting	Monthly	Majuba Power Station, Nkanyiso boardroom, Auditorium or MS Teams (To be announced)	<i>Employer's and Contractor's</i> Project/Contract and Site Managers and <i>Contractor's</i> Safety Officer
Quality and NCR/ Defect meeting	As and when required	Majuba Power Station, Projects Boardroom, MS Teams (To be announced)	<i>Employer's and Contractor's</i> Project/Contract and Site Managers and/ or <i>Contractor's</i> Safety Officer and/or Quality Officer
Ad hock work stoppage	As and when required	Majuba Power Station, Auditorium, or conference room TBA, MS Teams (To be announced)	<i>Employer's and Contractor's</i> Project/Contract and Site Managers and/ or <i>Contractor's</i> and SHEQ representatives as well as all <i>Contractor</i> Personnel
Assessment meetings	As stated in the Data by <i>Employer</i> .	Majuba Power Station, Projects Boardroom and on site, MS Teams (To be announced)	<i>Employer's and Contractor's</i> Project/Contract and Site Managers

a) 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*.

- b) 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.
- c) The *Contractor* arranges and holds all necessary meetings with his employees including daily toolbox talks, pre-job and post-job briefings, health and safety and risk assessment meetings.

2.2 Documentation control

- a) The *Contractor* submits all documentation to the *Project Manager* and the *Project Manager* to the *Contractor's Project/Contract Manager*.
- b) Electronic contract communication is restricted to electronic mail only.
- c) The following documentation will be provided by the *Contractor* as part of the System installation.
 - i. Quality control plan
 - ii. Project Report:
 - iii. Project safety file
- d) The *Contractor* will provide the *Employer* with a project-specific report that includes only information pertaining to the actual parameters that were refurbished.

2.3 Health and safety risk management

- a) The *Contractor* shall at all times comply with the Eskom's Occupational Health and Safety (OHS), legal and other requirements as amended for the duration of the contract. In addition, the *Contractor* shall comply with the requirements contained in the OHS Specification/requirements. Eskom reserves the right to terminate the contract, if the *Contractor* has built up a history of poor performance or non-conformance in relation to matters of occupational health and safety and legal compliance. No work may begin until the Health and Safety file has been approved by Majuba Power Station OHS personnel. For the length of the contract, the *Contractor* shall adhere to the Majuba Power Station OHS, legal, and other requirements, as amended. The *Contractor* Complies to the Eskom Life Saving rules as per the Eskom Life Saving Rules Directive, 240- 62196227. There are 5 identified Life Saving rules:
 - i. RULE 1: OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE
 - ii. BEFORE TOUCH (That is, any plant operating above 1 000 V)
 - iii. RULE 2: HOOK UP AT HEIGHTS
 - iv. RULE 3: BUCKLE UP
 - v. RULE 4: BE SOBER
 - vi. RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK
- b) The *Employer* takes a "ZERO TOLERANCE" approach towards safety. The violation of any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating the *Contractor's* obligation to perform work in terms of the contract with the *Employer*.
- c) The *Contractor's* Safety Plan must be prepared and submitted to the *Employer's* Safety Risk Officer for auditing and approval as per the accepted program and before any work can commence. The *Contractor's* Safety Officer liaises directly with the *Employer's* Safety Risk Officers regarding the Safety Plan, and it is the *Contractor's* responsibility to arrange the appointments with the Majuba Safety Risk Officers. The Safety Plan (one or more files) is the *Employer's* requirement and remains the *Employer's*

- property and is always available on site for inspection and handed over to the *Employer* upon completion. The *Contractor's* Safety Plan is kept up to date and audited monthly for the duration of the contract.
- d) Compensation for Occupational Injuries and Diseases (COID) Certificate and Letter of Good Standing must be always valid and submitted to the *Project Manager* when renewed. These documents are to be submitted to the Eskom vendor database by the *Contractor* before they expire.
 - e) The *Contractor* provides a monthly safety statistic report (worked man-hours) to the *Project Manager* on the first working day of each month before 11h00 for the previous month's statistics for the duration of the contract. This indicates the *Contractor's* actual man-hours worked on Site.
 - f) Before being allowed on site, all *Contractor* personnel must go through a Safety Induction presented by the Majuba Power Station Risk Management Department.
 - g) Throughout the duration of the *works*, the *Contractor* is responsible for providing adequate and correct personal protective equipment (PPE) to the *Contractor's* staff.
 - h) The *Contractor* is responsible for the training and use of PPE to their employees.
 - i) The following minimum general personal protective equipment is required:
 - i. Overall's jacket and pants
 - ii. Hard Hats
 - iii. Ear Protection
 - iv. Safety Gloves
 - v. Safety Shoes
 - j) The following safety equipment shall be used as a minimum before a cell is entered:
 - i. SABS approved earmuffs.
 - ii. SABS approved, Uvex anti scratch, anti-fog eye protection.
 - iii. SABS approved 3M 8822 dust masks.
 - iv. SABS approved hard hats with chin straps.
 - v. SABS approved safety shoes.
 - vi. SABS approved gloves, MaxiCut Body type EN 388, Pig Skin PS8066/EN10
 - vii. SABS approved welding face shield, welding apron and welding gloves.
 - k) The *Contractor* ensures that all personnel are fully conversant with the emergency procedures to be followed in case of an incident.
 - l) The *Contractor* ensures cleaning of work areas and disposal of any waste materials generated is done continuously during the entire works.
 - m) Majuba Power Station is a national key point and therefore industrial action/strikes are not permitted. Strikes are to be managed by the *Contractor* at his/her own cost. The *Contractor* takes all necessary measures to prevent such action during the period of the contract.
 - n) The *Contractor* always has a dedicated Safety Officer on Site when work is performed.
 - o) The *Contractor* hereby indemnifies the Client (*Employer*) and holds the Client (*Employer*) harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Client (*Employer*) and/or suffered or incurred by the Client (*Employer*) (as the

- case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub-Contractors and/or mandatories to comply with their obligations in terms of this clause 18, and/or the failure of the Client (*Employer*) to procure the compliance by the *Contractor* , its employees, agents, Sub-Contractors and/or mandatories with their responsibilities and/or obligations in terms of or arising from the OHSA.
- p) The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Declaration Book prior to working on the plant.
- q) The Contractor adheres to the Emergency Preparedness and Response procedure 240-1586-5346
- r) The *Contractor* shall at all times comply with the Eskom's Occupational Health and Safety (OHS), legal and other requirements as amended for the duration of the contract. In addition, the *Contractor* shall comply with the requirements contained in the OHS Specification/requirements. Eskom reserves the right to terminate the contract, if the *Contractor* has built up a history of poor performance or non-conformance in relation to matters of occupational health and safety and legal compliance. No work may begin until the Health and Safety file has been approved by Majuba Power Station OHS personnel. For the length of the contract, the *Contractor* shall adhere to the Majuba Power Station OHS, legal, and other requirements, as amended. The *Contractor* Complies to the Eskom Life Saving rules as per the Eskom Life Saving Rules Directive, 240- 62196227. There are 5 identified Life Saving rules:
- vii. RULE 1: OPEN, ISOLATE, TEST, EARTH, BOND, AND/OR INSULATE
 - viii. BEFORE TOUCH (That is, any plant operating above 1 000 V)
 - ix. RULE 2: HOOK UP AT HEIGHTS
 - x. RULE 3: BUCKLE UP
 - xi. RULE 4: BE SOBER
 - xii. RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK
- s) The *Employer* takes a "ZERO TOLERANCE" approach towards safety. The violation of any safety rule while performing work for or on behalf of the *Employer* may result in the *Employer* terminating the *Contractor's* obligation to perform work in terms of the contract with the *Employer*.
- t) The *Contractor's* Safety Plan must be prepared and submitted to the *Employer's* Safety Risk Officer for auditing and approval as per the accepted program and before any work can commence. The *Contractor's* Safety Officer liaises directly with the *Employer's* Safety Risk Officers regarding the Safety Plan, and it is the *Contractor's* responsibility to arrange the appointments with the Majuba Safety Risk Officers. The Safety Plan (one or more files) is the *Employer's* requirement and remains the *Employer's* property and is always available on site for inspection and handed over to the *Employer* upon completion. The *Contractor's* Safety Plan is kept up to date and audited monthly for the duration of the contract.
- u) Compensation for Occupational Injuries and Diseases (COID) Certificate and Letter of Good Standing must be always valid and submitted to the *Project Manager* when renewed. These documents are to be submitted to the Eskom vendor database by the *Contractor* before they expire.
- v) The *Contractor* provides a monthly safety statistic report (worked man-hours) to the *Project Manager* on the first working day of each month before 11h00 for the previous month's statistics for the duration of the contract. This indicates the *Contractor's* actual man-hours worked on Site.
- w) Before being allowed on site, all *Contractor* personnel must go through a Safety Induction presented by the Majuba Power Station Risk Management Department.

- x) Throughout the duration of the *works*, the *Contractor* is responsible for providing adequate and correct personal protective equipment (PPE) to the *Contractor's* staff.
- y) The *Contractor* is responsible for the training and use of PPE to their employees.
- z) The following minimum general personal protective equipment is required:
 - vi. Overall's jacket and pants
 - vii. Hard Hats
 - viii. Ear Protection
 - ix. Safety Gloves
 - x. Safety Shoes
- aa) The following safety equipment shall be used as a minimum before a cell is entered:
 - viii. SABS approved earmuffs.
 - ix. SABS approved, Uvex anti scratch, anti-fog eye protection.
 - x. SABS approved 3M 8822 dust masks.
 - xi. SABS approved hard hats with chin straps.
 - xii. SABS approved safety shoes.
 - xiii. SABS approved gloves, MaxiCut Body type EN 388, Pig Skin PS8066/EN10
 - xiv. SABS approved welding face shield, welding apron and welding gloves.
- bb) The *Contractor* ensures that all personnel are fully conversant with the emergency procedures to be followed in case of an incident.
- cc) The *Contractor* ensures cleaning of work areas and disposal of any waste materials generated is done continuously during the entire works.
- dd) Majuba Power Station is a national key point and therefore industrial action/strikes are not permitted. Strikes are to be managed by the *Contractor* at his/her own cost. The *Contractor* takes all necessary measures to prevent such action during the period of the contract.
- ee) The *Contractor* always has a dedicated Safety Officer on Site when work is performed.
- ff) The *Contractor* hereby indemnifies the Client (*Employer*) and holds the Client (*Employer*) harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Client (*Employer*) and/or suffered or incurred by the Client (*Employer*) (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub-Contractors and/or mandatories to comply with their obligations in terms of this clause 18, and/or the failure of the Client (*Employer*) to procure the compliance by the *Contractor* , its employees, agents, Sub-Contractors and/or mandatories with their responsibilities and/or obligations in terms of or arising from the OHSA.
- gg) The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Declaration Book prior to working on the plant.
- hh) The Contractor adheres to the Emergency Preparedness and Response procedure 240-1586-5346

- a) The *Contractor* is required to conduct the following as part of the continuous improvement initiatives:
 - i. Visible Felt Leadership by top management.
 - ii. Identify critical tasks and monitor those tasks through Planned Job Observations.
 - iii. Behavioural based safety, if the *Contractor* does not have its own procedure, Eskom procedure can be used as a guide.
 - iv. When applicable, the *Contractor* 16.1 shall present the lost time injury (LTI) incidents at the Majuba Power station General Managers meeting within 7 days of the incident.

2.4 Contractor Management Key Performance Indicators (KPI's)

- a) Maintain Health and Safety file and compliance to the health and safety plan.
- b) Always maintain good housekeeping.
- c) Implement and monitor near miss programme.
- d) Comply to BSO, Visible Felt Leadership and Planned Job Observation programmes.
- e) Zero Fatalities.
- f) At any given point, the OHS performance must be within the lost time injury (LTI) tolerance level as amended.
- g) All incident investigations shall be completed within 30 days of the occurrence of an incident.
- h) Close audit findings as per the recommended time frames.
- i) Close Non-conformance as per the recommended time frames.

2.5 Contract completion and sign off

- a) On completion of the project, Eskom team (led by the *Project Manager*) involved in the project together with the *Contractor* shall conduct the final audit/inspections to identify the gaps prior to the *Contractor* leaving site or completing the project. Before the final invoice is paid/processed, the *Project Manager* shall ensure that the below requirements are met:
 - i. Close all incidents and audit findings.
 - ii. Clean the respective yard and ensure good housekeeping where the *Contractor* was working.
 - iii. *Contractor* shall submit safety statistics and a safety file to Majuba BU Safety department for closeout and filing.
 - iv. Completion of a closeout report (Annexure D form as per 32-726) to close the contractual work.
- b) Once the above issues have been addressed, the *Project Manager* shall verify and sign off prior to releasing the final payment.

2.6 OHS 37(2) Agreement

The function of the 37(2) Agreement is primarily to indemnify Eskom from any acts or omissions by its *Contractors* and its employees in contravention of the OHS Act. This means that *Contractor* is deemed to be an employer, their employees are not deemed to be employees of Eskom and acknowledges that is solely responsible for its employees, its appointed contractors, agents and the like, while

performing work for or on behalf of Eskom. Every site where the *Contractor* is performing work, a 37(2) agreement shall be signed by the site contract custodian and the *Contractor* representative **16(1)/2 appointee**.

2.7 Compensation of injuries and diseases (COID)

Eskom is required by law to ensure that their contractors have registered with the compensation fund and are in good standing. The Main *Contractor* and all his/her appointed contractors shall be registered with an appropriate compensation fund and have available a valid letter of good standing (LoG) from such commissioner. The obligation lies with the contractors to ensure that the LoG remain valid throughout the contract period. A copy of the LoG must be filed in the contractor OHS files.

Note: Contractors without the valid letter of good standing shall not be permitted to work on Eskom Generation site or project. Contractors must obtain the letter of good standing prior to expiry of the existing one.

2.8 Monday SHEQ Session

- a) The station management has allocated 30 minutes work stoppage weekly to discuss the SHEQ presentation at the beginning of every shift.
- b) The session is aimed at creating an awareness about the importance of SHEQ compliance in the workplace and to reinforce the fact that safety is a collection of deliberate actions taken on a consistent and ongoing basis.
- c) Herewith below arrangements for the sessions:
 - i. **Every Monday, 30 minutes** will be allocated to a Safety session.
 - ii. **Morning shift 07:30 – 08:00** and **night shift** to hold their session at the beginning of their shift.
 - iii. All employees and contractors are required to resume their shift by discussing the weekly SHEQ presentation.
- d) It is important that everyone participate in the discussions to ensure that we reinforce our total commitment to Zero harm.
- e) Line and *Contractor* managers are requested to submit the signed attendance registers to MajubaSafetyFile@eskom.co.za every Monday by 15:00.
- f) The submission tracking dashboard will be shared every Tuesday at the Production meeting.

2.9 Reporting of Incidents

- a) The *Employer* follows an incident prevention policy; refer to 32-95, Environmental, Occupational Health and Safety Incident Management Procedure, which includes the investigation of all incidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incident. The *Contractor* is expected to co-operate fully to achieve this objective.
- b) The *Project Manager* or Supervisor must be informed immediately of any incident before the end of the shift.

- c) NOTE: The reporting of the incident to the *Project Manager* does not relieve the *Contractor* of his legal obligation to report incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

2.10 Work Stoppages

- a) The *Employer* takes safety seriously and therefore lessons learned from other safety lost time incidents (if and when they take place) are shared with the whole workforce. These stoppages are compulsory, and the *Contractor* will not be allowed to claim additional compensation for these stoppages.
- b) For a Lost Time Incident (LTI), the *Contractor* shall submit to the *Project Manager* a preliminary investigation presentation within three (3) hours after the incident.
- c) The preliminary investigation presentation shall be presented by the Contractor to the Majuba Management Team at 07H15 (Weekends included).
- d) The detailed investigation report shall follow as soon as possible.
- e) In addition, the *Contractor* shall present to the whole of Majuba at a work stoppage that will be arranged by the *Employer* within three working days. The presentation template will be provided by the *Employer*.

2.11 Behavioural Safety Observations (BSO) and GEMBA Plant Walk

- a) All *Contractor* Managers / Supervisors shall conduct weekly BSO to be able to:
 - i. recognize and encourage positive behaviours so that and sustained
 - ii. immediately address and correct unsafe behaviours and conditions
 - iii. provide a two- way communication channel to discuss health and safety achievements and concerns with employees, contractors, and visitors.
- b) The goal of Behavioural Safety Observations (BSO) is for management to be visible in the workplace and to have a conversation with each employee, contractor, or visitor who is observed (Ref 32-407).
- c) When BSO is used correctly, it provides management with a clear picture of the behavioural risk profile in their areas.
- d) In addition to BSO, *Contractor* site managers are required to take part in the weekly Gemba walk scheduled for Fridays at 9:00 am.
- e) Immediately after completing the walk, all the teams are requested to submit their reports via the Generation GEMBA APP. Please click the link for submission:
<https://forms.office.com/r/iBaiUpYK9X>

2.12 Near miss reporting

- a) Reporting of OHS near miss incidents affords the business an opportunity to be aware and learn from those events which could have resulted to injury or damage. In most times, near miss incidents are

caused by substandard acts and conditions.

- b) The *Contractor* is encouraged to report any near miss to the *Employer*.
- c) When a near miss incident is reported, no consequence shall be taken against the person who is involved in that near miss incident, unless there was a transgression of a Life-saving Rule.

2.13 Vehicle and driver safety

- a) All drivers, passengers and pedestrians must obey the vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.
- b) With effect from 31 May 2006, no Eskom employee or *Contractor* is allowed to transport passengers on the back of light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of *Contractor* employees.

2.14 Vehicle Standard minimum specifications

- a) All drivers, passengers and pedestrians must obey the vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.
- b) With effect from 31 May 2006, no Eskom employee or *Contractor* is allowed to transport passengers on the back of light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of *Contractor* employees.

2.15 Hot Work

- a) When performing any hot work, the *Contractor* complies with the Generation Plant Safety Regulations, 36-681.

2.16 Working at Heights

- a) The *Contractor* complies with Eskom Working at Heights procedure, 32-418 Rev 5 (March 2020).

2.17 Lifting and Rigging

- a) The *Contractor* must adhere to MAINT/MMD 103 75, the Majuba Power Station Lifting and Rigging Procedure.

2.18 Environmental constraints and management

- a) Majuba Power Station is ISO 14001 2004 certified. The *Contractor* is required to ensure that all works are carried out as per the ISO 14001 standard and must comply with all policies and procedures including the following procedures:
 - i. Majuba Power Station Environmental Requirements for Contractors and Suppliers Document Identifier, ENV/GEN/SPEC/01.

- ii. Majuba Waste Management Procedure, ENV/GEN/WI/12.
- b) The *Contractor* will be responsible for complying with any new environmental requirements, relevant to the Works Information that may come into effect as part of Majuba Power Station's EMS during the duration of this contract.
 - c) To protect Eskom's environmental interests whenever a product or service is provided by a *Contractor*, the *Contractor* complies with all relevant and appropriate environmental legal requirements contained in governmental notices, laws and regulations promulgated by the national, provincial and local governments.
 - d) The *Contractor* also accepts all responsibilities, accountabilities and liabilities associated with such legal requirements, unless specifically excluded from a contract by a mutually acceptable written agreement.
 - e) If a *Supplier/Contractor/Service Supplier* provides Eskom with a product or service falling in the scope of Hazardous Substances Act no 15 of 1973 the *Supplier, Contractor* or service provider provides Eskom with all the necessary information to comply with the legal requirements of Government Notice R 280 in Government Gazette No 44348 of 29 March 2021 (Regulations for Hazardous Chemical Agents, 2021) and the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947 (Registered pesticides, fertilisers and agricultural remedies, including herbicides ("weed killer")).
 - f) Although all environmental legislation must be adhered to, the following list of acts can be used as a guideline:
 - i. National Environmental Management Act 107 of 1998
 - ii. NEM: Air Quality Act No 39 of 2004
 - iii. NEM: Waste Act 59 No of 2008
 - iv. NEM: Biodiversity Act No 10 of 2004
 - v. National Water Act No 36 of 1998
 - vi. Hazardous Substances Act No 15 of 1973
 - vii. Majuba Power Station Environmental Authorisations, Licenses and Permits.
 - g) It is essential to ensure that those documents are read and understood to ensure environmental compliance.

2.19 Quality assurance requirements

2.19.1 Quality Management System

- a) The *Contractor* performs all work according to ISO 9001. The *Contractor* complies with the Eskom's quality requirements, 240-10565800 (previously QM-58), Supplier Contract Quality Requirement's Specification and all relevant quality requirements.
- b) The *Employer* specifies within the Works Information, the Quality Management code, and the application of the code, on the Enquiry / Contract / Order Quality Requirements form: Form A

- c) The *Contractor* ensures that a coordinated and formally documented management system is in place for the assurance of quality as specified in ISO 9001, Quality Management Systems Requirements.
- d) The *Contractor* ensures that appropriate Quality requirements are placed on his Sub-contractors to comply with the Works Information.
- e) The *Contractor* notifies the *Employer* of any proposed changes to the Quality Management System, which will affect the Contract Quality Requirements, prior to implementing such changes.
- f) When work is being done, the Contractor always has a dedicated Quality Controller on site.

2.19.2 Quality Inspection Plans

- a) The *Contractor* develops QCP's for all activities to be performed during the *works*.
- b) The QCP's may be grouped as the Contractor sees fit and should be in line with Section 1.2 *Employers* Objectives and Purpose of the *Works*.
- c) These QCP's are reviewed and accepted by the *Employer* before any activity to which they apply commences.
- d) The *Employer* requires approximately one week for reviewing and approving of QCP's.
- e) The *Contractor* is responsible to verify that all information contained in Section 1.2 *Employers* Objectives and Purpose of the *Works*, corresponds with the equipment currently installed on the plant in order to ensure exact fit. Any discrepancies should be reported to the *Employer* and the specification amended or corrected.
- f) The QCP's, and therefore the installation of all equipment will be in alignment with the relevant manufacturer's maintenance/installation manual.
- g) The *Employer* and the *Contractor* will do the QC according to the QCP documents supplied by the *Contractor* and approved by the *Employer* for installation.
- h) The *Contractor* issues preliminary notification of hold and witness points 48 hours advance notice to the *Project Manager*.

2.20 Contractor's inspection

- a) The *Contractor* ensures that all work has been fully inspected, accepted, and documented prior to requesting any inspections by the Supervisor / *Project Manager* or the Authority / Agency.
- b) The *Contractor* gives 48 hours notification of the need for an inspection by relevant parties.
- c) All quality control documentation must be submitted to the *Project Manager/ Employer's Representative/ Employer's Agent* within 15 days after contract award, but prior to the possession date.

2.21 Programming constraints

- a) The *Employer* requires the *works* completed by the *completion date* specified.

- b) The *Contractor* provides an initial programme with the tender submission. The programme is aligned to section C2.2 - The Activity Schedule.
- c) The *Contractor* provides a detailed, integrated programme to the *Project Manager* that incorporates all the work to be performed including that of his Subcontractor/s within two weeks of the *starting date*.
- d) The programme is submitted electronically in MS Project format (2010 version or any other version which allows compatibility for viewing and editing) and provides all activities with expected durations, resource allocations and start and completion dates.
- e) If the programme is suitable and agreed between the parties, the *Project Manager* accepts the programme otherwise he requests changes to be made before re-submission. The first Accepted Programme becomes the baseline programme and subsequent changes are labelled as revisions in numerical order.
- f) Thereafter, the *Contractor* updates the programme on a weekly basis, including updating the actual dates and durations, while optimising remaining activities to ensure that the original planned *completion date* is met. The programme updates are submitted each Monday morning latest by 12:00.
- g) Non-submission of the initial programme results in a twenty-five percent (25%) deduction from the first assessment amount due. This amount is only paid in the next assessment, dependent upon submission and acceptance of the programme.
- h) Non-compliance to the *completion date* on the programme results in claims for delay damages by the *Employer*.
- i) Completion of any activity on the programme is achieved only upon sign-off of the relevant hold/witness/surveillance point by the *Project Manager*.
- j) The programme to be submitted according to Core Clause 31, is in the form of a logical network (clearly indicating all predecessors and successors of activities), which includes all the activities specified in the scope of work, indicating at least the following in addition to the items specified in Core Clause 31.2:
 - i. the hour duration of each activity,
 - ii. the working calendar (number of work hours per day, days per week),
 - iii. all known interfaces with other activities of the *Employer* or Others.
 - iv. a detailed programme of bag installation which specifies the exact quantity of people per day on site to carry out the re-bag.
 - v. The float to be indicated at the end of program and not build into each activity.

2.22 Contractor's management, supervision, and key people

- a) The *Contractor* must provide an organogram of his employees and their lines of authority / communication.
- b) Key people to be on site during Works execution:
 - i. Site Representative/Manager

- ii. Safety officer
 - iii. Quality Assurance
 - iv. Class B Welders
 - v. Forklift driver
 - vi. General Labours
- c) Key qualifications and experiences:
- i. *Contractor* Site Representative / Project Manager / Site Manager - Technical National Diploma NQF 6 equivalent (e.g., construction, civil, mechanical, electrical or C&I). Qualifications and training in contracts management and NEC3 will be advantageous. Three (3) years related work experience in the same field of work.
 - ii. Site *Contractor* Supervisor - Grade 12 certified, OHS Act certified and 3 years' experience in this line of work.
 - iii. Certified NQF 04 Class B Welders.
 - iv. Safety officers with SAMTRAC certificates.
 - v. Quality Assurer with quality management certificate.

2.23 Invoicing and payment

- a) The *Contractor* submits a detailed Forecast Rate of Invoicing (FRI) and thereafter, provides an update every four weeks from the contract start date. The FRI breakdown corresponds to section C2.2 - The Activity Schedule.
- b) The *Contractor* prepares and submits his assessment of work completed to the *Employer* on or before the assessment day. The *Contractor*, *Employer*, quantity surveyor (QS), engineer and quality controller/s visually inspect the works to verify the actual progress. The Project Manager decides on the actual progress achieved that can be invoiced.
- c) A payment or assessment certificate is supplied with the service entry (SE) and goods receipt (GR) number/s to the *Contractor*, which is signed by both the *Employer* and the *Contractor*.
- d) Within one week of receiving a payment or assessment 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 or assessment certificate.
- e) The *Contractor* addresses the tax invoice to Eskom Holdings SOC Ltd. and includes on each invoice the following information:
 - i. Name and address of the *Contractor* and the *Project Manager*.
 - ii. The contract number and title.
 - iii. *Contractor's* VAT registration number;
 - iv. The *Employer's* VAT registration number 4740101508;
 - v. Description of service provided for each item invoiced based on the Price List.
 - vi. The total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; (add other as required)

- f) The *Contractor* attaches the detailed payment or assessment certificate of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.
- g) The invoices can be submitted using emails to invoiceseskomlocal@eskom.co.za
- h) To facilitate payment, the *Contractor* must ensure the following:
- i. Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
 - ii. All Electronic invoices must be sent in PDF format only.
 - iii. Each PDF file contains one invoice; or one debit note; or one credit note only as Eskom's SAP System does not support more than one PDF being linked into the workflow at a time.
 - iv. Your E-mail may contain more than one PDF file (e.g., 2 invoices on 2 separate PDF files in one e-mail)
 - v. For Foreign invoices, suppliers are still to be required to physically deliver hard copies of original documents to the respective documentation management centers even though you have e-mailed those invoices
 - vi. A PDF file that was created directly from a system meets the definition of the original document and is allowed (including saving documents from Excel to PDF, Word to PDF etc.)
 - vii. An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.
 - viii. The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices, and statements sent electronically are tamperproof."
 - ix. If there is Cost Price Adjustment (CPA) on your invoice, it is recommended that the *Contractor* issue a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
 - x. You do not require a goods receipt (GR) number to submit your invoices. When the GR number is received, Word can then send the GR number to the FSS contact center at FSS@eskom.co.za or 011 800 5060.
 - xi. All queries and follow-ups on invoice payments are made by contacting the FSS Contact Centre: Tel: 011 800 5060.
- i) Payment is made as specified in the Data by the *Employer* after receipt of an acceptable invoice at the address stated in the order and the acceptance of the goods by Eskom. Payments are made on Fridays only.
- j) If Cost Price Adjustment (CPA) is applicable, the *Project Manager* and the *Contractor* must confirm the increase/decrease with the QS department BEFORE the revised prices are stated on the Invoice. The QS and Project Manager must confirm the escalation with the Financial Department before it may be implemented.
- k) It is important that the value stated on the Invoice must be the same as the value stated on the order. If the Invoice value is different from the Order value, payment of the invoice will be delayed. It is strongly recommended that if there are any discrepancies on the Invoice, it be rectified with the Buyer BEFORE it is submitted for payment.

2.24 Contract change management

- a) Any item that affects the prices or has the potential to do so, is immediately communicated to the *Project Manager* via an early warning and/or followed by a claim for compensation event with a quotation.
- b) After consideration, approval may be given by the *Project Manager* and the *Contractor* may implement the compensation event accordingly. All claims will not necessarily be approved as a compensation event nor do quotes have to be accepted unchanged since the *Project Manager* performs an evaluation and approves justifiable costs only.
- c) All invoices or documentary proof, calculations etc. are submitted to the Project Manager for assessment purposes.

3 Procurement

3.1 People

3.1.1 Minimum requirements of people employed on the Site

- a) The *Contractor* provides the following qualified personnel:
 - i. Site Manager,
 - ii. Forklift driver,
 - iii. Safety (SHE) Officer,
 - iv. Quality Controller,
 - v. Class B Welders

3.1.2 BBBEE and preferencing scheme

- a) The *Contractor* will be required to maintain or improve their B-BBEE Recognition Level for the duration of the contract.

3.1.3 Local Content and Production

Commodity	Components	Local Content Threshold
Fabricated Steel	Gussets, cleat, stiffeners, splice, cranks, kinks, doglegs, spacers, tabs, brackets	100%

3.1.4 Skills Development

- a) During refurbishment, the *Contractor* should ensure that it recruits its General Workers and Semi-Skilled Workers within the vicinity of the station in accordance with the Majuba Power Station’s Recruitment Procedure/Stakeholder Management Forum.
- b) The *Contractor* shall keep accurate records and provide the *Project Manager* with reports on the *Contractor’s* actual delivery against the above stated criteria on a quarterly basis.
- c) The skills development candidates shall be representative of the population demographics of South Africa and be sourced from the vicinity of the station.

3.1.5 SD&L Reporting and Monitoring

- a) The *Contractor* shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- b) Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the *Contractor* in writing if their SDL&I obligations have not been met.
- c) Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- d) Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the *Contractor* and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

3.2 Subcontracting

3.2.1 Preferred subcontractors

3.2.2 Subcontract documentation, and assessment of subcontract tenders

- a) *Contractor* must keep all documentation for audit purposes, if applicable.

3.2.3 Limitations on subcontracting

- b) The supervision of the work will be performed by the principal *Contractor*. If the *Contractor* would like to deviate from this, an official application should be made to the *Project Manager* to approve the subcontractor. In the application for use of subcontracting the reasons for subcontracting and qualifications of personnel will be indicated.
- c) The intention is to provide job opportunities to local residents residing in Majuba's feeder towns as far as possible. Majuba have negotiated this strategy with local municipalities to minimise labour unrests as they were of the opinion that they are deprived from work when people from outside the feeder areas are employed.
- d) For general labourers, only local resources may be contracted or employed.
- e) The feeder areas for Majuba is the Gert Sebande district municipality, this is made up of towns surrounding Majuba namely: Perdekop, Ammersfoort, Daggakral, Wakkerstroom, Charlestown and Volksrust.
- f) All the recruitments should be advertised on local newspaper (Recorder). Boxes where Applicants are to drop their application should be placed at all 5 admin units of Pixley ka Isaka Seme Municipality Police Stations namely: Perdekop, Ammersfoort, Daggakral, Wakkerstroom, Charlestown and Volksrust.
- g) Proof in the form of a councillor's letter from residing ward needs to be submitted as proof of residence.

3.3 Plant and Materials

3.3.1 Quality

- a) Refer to SANS 1200A, sub-paragraph 3.1:

"The *Contractor*, when using materials that are required to comply with a standard specification shall, if so ordered, furnish the Engineer with certificates showing that the materials do so comply. Where so

specified, materials shall bear the official mark of the appropriate standard. Samples ordered or specified shall be delivered to the Engineer's office on the Site. Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the published instructions of the relevant manufacturer."

- b) The Contractor ensures that all equipment, tools, and material that the Contractor / Subcontractor uses to execute the works, complies with the SABS and other applicable stated standards.

3.3.2 Plant & Materials provided "free issue" by the Employer

- a) The Contractor would have access to the following services:
 - i. Supply of electricity at certain points (Excluding any extensions or fittings)
 - ii. Access roads, as available during construction activities
 - iii. Permit to work for work on existing and/or commissioned system
 - iv. Water and toilet facilities available at designated areas.
 - v. Site induction training.
- b) The Contractor is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the Employer which are damaged and / or lost whilst in the Contractor's custody and control.
- c) The Contractor ensures that any one of his employees or Sub-Contractor, operating hoist and mobile equipment belonging to the Employer, is authorised by the Employer to do so.
- d) Take note of Core Clauses 31.2. If the Contractor requires use of any of the Employer's Equipment, including compressed air, electricity, water supply and hoists, it must be specified.
- e) The Employer will do inspections and tests on plant equipment prior to unit possession date to ensure that the plant is handed over in a good state.
- f) The Employer however cannot guarantee continuity of supply of any of these items, and no claims of whatsoever nature as a result of failure to continuously supply such Equipment will be considered.
- g) The Employer is entitled to withdraw use of the said Equipment, should proper care and cleanliness not be upheld. In that event, the Contractor is obliged to provide the necessary Equipment at his own cost.
- h) The Employer supplies and installs scaffolding and solid barricading on request from the Contractor. The Contractor shall inform the Employer at least thirty-six (36) hours in advance of such need.

3.3.3 Contractor's procurement of Plant and Materials

- a) Absolutely no changes to the current plant configuration will be allowed unless authorised by the Employer.
- b) It is mandatory that plant, equipment, and materials be procured in accordance with the specifications listed in the Works Information.
- c) Should any equipment not be available on the market due to obsolescence, the Contractor recommends a suitable alternative. All alternative equipment to be approved by the Employer before procurement.
- d) The Contractor only procures plant and materials as specified in the Works Information. Any change of specifications is notified in writing by the Project Manager as an instruction.

- e) The procurement schedule is clearly shown and integrated into the *Contractor's* accepted project programme ensuring delivery of equipment to site in advance to the installation activity.
- f) All items procured and stored at the *Contractor's* premises or the *Employer's* premises are stored in accordance with the manufacturers or material's specifications.
- g) The *Contractor* ensures that plant and materials procured carry a minimum of 52 weeks warranty or guarantee period due to defect or malfunction.
- h) Plant and materials used for the *works* are to bear no labelling other than the plant coding specified by the *Employer*.

3.4 Contractor's Equipment (including temporary works).

- a) The *Contractor* will be responsible for the safeguarding, care, and security of all items whilst in the *Contractor's* custody and control, until Completion of the whole of the works.
- b) The *Contractor* will be responsible for all equipment required to complete the work.
- c) The *Contractor* will be responsible for the repair, replacement, or correction as necessary of all items of plant and/or materials supplied by the *Employer*, which are damaged and/or lost while in the *Contractor's* custody and control.

4 Construction

4.1 Temporary works, Site services & construction constraints

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

- a) *Contractors* are to submit proof of verification record(s) (Security clearance) from SAPS or accredited supplier linked to SAPS AFIS system not older than thirty (30) days, as part of Risk Management process to curb any threats against the Installation. It is compulsory for these documents to be submitted to Security for verification before access to site is granted. Only individuals with clear criminal records will be considered. For the purpose of clarity, people who was previously found guilty of offences in terms of the National Road Traffic Act 93 of 1996 and/or has paid guilt admission fines, will be exempted and be allowed to access site.
- b) *Contractors* are required to submit the SAPS Clearance Certificate obtained by the employee along with a copy of his/her Identity Document or Passport to the site Security Manager.
- c) The process shall be repeated every 12 months for low-risk employees (Risk Rating 5, 4) and every six (6) months for medium to high-risk employees (Risk Rating 3).
- d) The *Contractor* applies for a photo permit (if on site for longer than two- (2) months) at the Security gate, prior to the start date.
- e) All *Contractor's* personnel will be issued with a temporary access permit if on site for less than two- (2) months which will contain the following information:
 - i. Name
 - ii. ID Number
 - iii. Company
 - iv. Validity date

- f) To assist Protective Services with the issuing of permits and the identification of personnel on site, the *Contractor* is to supply a list of all personnel that he intends using on site, at least 24-hours prior to entry of the Security Area. This list must be delivered to Protective Services or can be faxed to (017) 799-3159. The list, identified with the *Contractor's* name, is to contain the following information:
 - i. Employee name
 - ii. Employee ID Number
 - iii. Employer's Representative signature
 - iv. Copy of the first page of the ID book of every employee of the *Contractor*
- g) The *Contractor* personnel will be required to be in possession of their *Contractor's* permit at all times.
- h) All *Contractors'* permits must be submitted to Protective Services when the relevant personnel leave the site after Completion of the works.
- i) Any lost permits will be paid for by the *Contractor* to Protective Services at a cost of R50,00 per lost permit.
- j) The *Contractor's* visitors and all personnel shall always conform to the security arrangements in force at the time. Application forms for visitors must be completed by the *Contractor's* Site Manager and approved by the *Employer's* Representative one- (1) day before the visit and submitted to the *Employer's* Protective Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- k) The Chief of Protective Services may with valid cause remove any of the *Contractor's* personnel from the site, either temporarily or permanently. He may deny access to site to any person, whom, in the opinion of the Chief of Protective Services, constitutes a security risk.
- l) No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with contract vehicle permit disks will be allowed on site. Contract Vehicle Permit Applications should be directed to the *Employer's* Representative. All vehicles used on site to be road worthy as per SA traffic law and fitted with safety belts for driver and passengers.
- m) No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the Power Station security gate.

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

- a) The *Contractor* will be restricted to the working areas associated with his place of work. The *Contractor* is forbidden to enter any other area and must ensure that his employees abide by these regulations.
- b) Parking inside the Power Station Boiler house area building is strictly forbidden, except for loading purposes.

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

- a) *Employer* normal working hours are Mondays to Thursdays: 07:30–16:45 and Fridays: 07:30– 12:30.
- b) The *Contractor* will work as planned with the *Employer*. Interfacing may be required with other *Contractor's* and *Employer* personnel working in the area.
- c) The *Contractor* must have proper means for communication, i.e., cell phone to enable *Employer* to communicate with the supervisor or delegated person without delay.

- d) The *Contractor* will provide authorised resources to take out permitry to work.
- e) The *Contractor* will notify the *Employer* Representative immediately of problems, interferences or other factors affecting the cost, quality, or time of the works.
- f) The *Contractor* provides and maintains suitable barricading and signage around all holes/openings/areas where people are working overhead or any other unsafe area, as applicable, that will be left unattended for any period of time.
- g) The *Contractor* provides all necessary materials and uses his own equipment and tools (i.e., any hand tools, lifting equipment, ladders, generators, electrical equipment, work benches, spotlights, etc.) as well as personal protective equipment for all workers.
- h) The *Contractor* provides his own power supply for locations where supply is not available. Where available, power will be provided free of charge. The *Contractor* provides his own extension leads, couplers, adaptors, etc.
- i) The *Contractor* works in a tidy and safe manner, keeps the site working area clean at all times, immediately removes redundant material, builder's rubble and waste and cleans all work areas at the end of each work session (at least daily). Precautions must be taken to prevent oil spillages and oil rags to be disposed of at approved sites only. At completion the works will be delivered in a clean state, ready for occupation/use.
- j) The *Contractor* provides his own transport for his personnel, equipment and material.
- k) The following to apply to vehicle and driver safety:
 - i. All drivers, passengers and pedestrians must obey vehicle safety requirements in terms of the National Road Traffic Act, Act No 93 of 1996, as amended, including other relevant provincial or local requirements.
 - ii. Transportation of passengers: open LDV's:
 - iii. With effect from 31 May 2006 no Eskom *employee* or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of Eskom and Contractor employees – therefore the following will be enforced:
 - iv. Ensure that no employee, including contractor employees or any other person, when on an Eskom site and/or performing work for Eskom, is allowed to be transported in the back of open vehicles.
 - v. There will be cases where this may not be reasonable or practicable, namely where vehicles are used during line inspections on sites or on private roads, or similar cases, and in these cases such vehicles must be driven at less than 30km per hour or at a speed suitable to the prevalent conditions. In such cases, the carrying of passengers in the back of such open vehicles could be explicitly allowed, after:
 - 1. A risk assessment has been carried out, indicating a very low risk.
 - 2. Mitigating factors have been identified to control any risk identified.
 - 3. Proper seating and handrails have been provided on the back of the open vehicle:
 - 4. These measures have been discussed at the relevant Health and Safety Committee Meeting and approved by the *Employer*.

5. Is defined and contained in a formal written division's or BU's policy, including the appropriate mitigating factors.
6. Such a policy has been communicated to all employees and *Contractors*.
 - vi. The above risk assessment findings/outcomes must be always available for audit purposes.
 - vii. Tools and equipment must be properly secured.
 - viii. Only authorised drivers may transport passengers.
 - ix. Proof must be submitted on request in terms of valid roadworthiness of the vehicle/s.
 - x. The above must apply to on-site and off-site transportation of passengers.
 - xi. No person may be transported in the back of vehicles closed by means of canopies, unless provided with factory-fitted or manufactured-approved, proper seating and safety belts, i.e., crew cabs.
 - xii. The driver must ensure that no employees are transported in the back of open vehicles. This also applies to contractor and contractor employees when performing work for Eskom.
 - xiii. The driver must ensure that all canopies are being properly fitted and secured and that all loose tools and objects in vehicles are properly secured.
 - xiv. The driver must ensure that their passengers are always seated and wear seatbelts.
- l) The *Contractor* provides accommodation for his personnel if required. Accommodation is neither available nor allowed on site.
- m) A canteen for meals is available on site during normal site working hours. Pre-arrangement is necessary. This is for the *Contractor's* or his employees' own account.

4.1.4 Appointment of Authorised Supervisors and Responsible Persons.

- a) The OHSA states that anyone entering Eskom's premises must adhere to their set of regulations, i.e., Plant Safety Regulations, as Eskom is responsible for the Contractors safety while they are on Eskom's sites.
- b) It is required that all *Contractors* must appoint Responsible Persons and Authorised Supervisors to supervise work done by the Contractor.

4.1.5 Process for appoint Authorised Supervisors and Responsible Persons.

- a) The *Contractor* will identify persons who will represent him as RESPONSIBLE PERSONS, and/or
- b) AUTHORISED SUPERVISORS. The *Contractor* will send more than two people for training.
- c) The RESPONSIBLE PERSONS and AUTHORIZED SUPERVISORS will be trained by Eskom. There are two FORMAL sets of training, i.e., THEORETICAL TRAINING and PRACTICAL TRAINING.

4.1.6 Permits, Plant Safety Regulations, Authorised Supervisor Training and Duties

- a) Minor first aid requirements are provided for by the *Contractor*. Should these prove to be inadequate, for example in the event of a major injury, the *Employer's* Medical Centre and facilities are available for use. Emergency services can be reached by dialing 9222 from any site phone. Alternatively, one of the following numbers can be dialed:

- i. Medical Centre 017 799 2138
 - ii. Fire and rescue 017 799 3192
 - iii. Electrical Operating Desk (EOD) 017 799 3803 (all hours).
- b) The *Employer* is entitled however to recover the costs incurred in respect thereof from the *Contractor/Subcontractor*.
- c) The *Employer's* Emergency Medical Services for after-hours is available for major injuries and life-threatening injuries, including ambulance transportation.

4.1.7 Health and safety facilities on Site

- d) Minor first aid requirements are provided for by the *Contractor*. Should these prove to be inadequate, for example in the event of a major injury, the *Employer's* Medical Centre and facilities are available for use. Emergency services can be reached by dialing 9222 from any site phone. Alternatively, one of the following numbers can be dialed:
- iv. Medical Centre 017 799 2138
 - v. Fire and rescue 017 799 3192
 - vi. Electrical Operating Desk (EOD) 017 799 3803 (all hours).
- e) The *Employer* is entitled however to recover the costs incurred in respect thereof from the *Contractor/Subcontractor*.
- f) The *Employer's* Emergency Medical Services for after-hours is available for major injuries and life-threatening injuries, including ambulance transportation.

5 Completion, testing, commissioning, and correction of Defects

5.1 Work to be done by the Completion Date

- a) Sectional completion would be required. Refurbishment will be done for the cages removed from the Units which is classified as refurbish-able.
- b) On or before the Completion Date the *Contractor* shall have done everything required to Provide the *works*.
- c) The *Project Manager* cannot certify Completion until all the work is completed and free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

5.2 Performing the Works

- a) The *Contractor* provides all tools and consumables required to undertake this task.
- b) The *Contractor* keeps full record of the number of cage sections tested and repaired.
- c) A daily diary will be submitted and signed by both parties.
- d) The format and contents of the daily diary will be agreed prior to work commencement.
- e) The *Contractor* to arrange for the cleaning and servicing of ablution facilities.

- f) The *Contractor* to clean the work area as part of site establishment and de-establishment. The work area includes the outside and inside area of the Africa Store. All small wires must be picked up from the ground.
- g) The *Contractor* to paint classification stripes on the floor where cages are stored (Tops, Middles, Bottoms).
- h) General housekeeping and tidiness will be upheld during the works. (Rubbish bins will be made available by the *Contractor*).
- i) The *Contractor* provides vegetation control within and around the fenced area.
- j) The *Contractor* assists the *Employer* with offloading and stacking of new cages deliveries with a forklift.
- k) The *Contractor* supplies the following for the work to be performed, as part of the contract documentation:
 - i. Work method statement
 - ii. Quality control plan
 - iii. A program

5.1 Cage sorting and clip testing.

- a) All cage sections will have to be sorted into refurbish-able and scrap cages.
- b) The scrap cages will need to be moved to the scrap pile.
- c) Each clip on the refurbish-able cage section must loaded tested with the load testing machines.
- d) The cages sections that fail the load test on the clips must be scrapped.

5.2 Repair without corrosion protection (tops, middles and bottoms).

- e) Cages are inspected and sorted as repairable and scrap.
- f) Clip integrity to be tested with a clip tester during sorting process.
- g) The cages will be repaired and stacked in crates.
- h) No loose wires or bent cages and sharp edges will be accepted.
- i) The criteria for repairable cages are cages that pass clip test and have less than 12 loose welds.
- j) Scrap cages would be cages that are badly bend and with more than 12 loose welds.
- k) Scarp cages must be stacked in designed area indicated by the Eskom Project Supervisor.

5.3 Replace damaged short tops

- l) The *contractor* removes and replaces all damaged shot tops on the top cage sections.
- m) At least 4 welds on the retaining ring would be required.

5.4 The Contractor will carry-out corrosion protection to cages as follows on instruction of the Employer:

- n) Cages are cleared whereby loose rust and dirt are removed (wire brush).
- o) The cages are cleaned with high pressure cleaner.
- p) Ensure cages are dry and clean before being painted.
- q) Cages are painted by immersing the cage in a bath of black, SNK10 Etch Primer.
- r) One dip will be accepted (DFT of 25-30 microns).
- s) The cage is drip-dried.

- t) Top, middle, and bottom type cages are stacked in separate crates.

5.5 Crate refurbishment and manufacturing.

- a) The crates used to stack cages in would be inspected.
- b) Damaged crates would be released for refurbishment.
- c) The *Contractor* would also be required to manufacture and paint new crates for the handling of cages out of 5 mm angle iron. The crate design to be strong enough to withstand normal wear & tear from handling of cages in them.

5.6 Consumables and storage space

- a) The *Contractor* is responsible for the supply of all consumables, including welding rods, gasses, cutters, tools and all necessary equipment required to complete the works.
- b) The *Contractor* is responsible to provide his own storage facility for his material.
- c) The *Contractor* will indicate the number of cages per crate for assessment purposes.
- d) The cages will be packaged in 200 to 250 cages per crate.

5.7 Construction, Erection and Maintenance Work on Site

- a) The *Contractor* is responsible for the provision of all, or any temporary or expendable materials required to allow for storage of material.
- b) The *Contractor* is responsible for the safeguarding, care and security of all items whilst in the *Contractor's* custody and control, until completion of the works.
- c) The *Contractor* is responsible for all lifting equipment required to complete the work.
- d) The *Contractor* provides the following qualified personnel:
 - i. Forklift driver.
 - ii. Safety Officer.
 - iii. Welders
 - iv. Fire Watch
 - v. She rep
 - vi. Quality controller

5.8 Power Supply Arrangements

- a) The *Contractor* installs commission and certifies power as specified under 4.2.12 New Office. The *Contractor* to issue a COC for the installation/ DB's.
- b) The *Contractor* must supply power supply requirements within the tender document. The *Employer* does not guarantee continuity of supply of any of these items and no claims of whatsoever nature as a result of failure to continuously supply such equipment will be considered.
- c) If the *Contractor* require more Electrical Distribution Boards the *Contractor* supply these and they will comply with OHSWA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought onto site has a certificate of compliance issued by an accredited person.
- d) The *Contractors'* Electrical Distribution Boards are installed at the works at a time negotiated with the Supervisor, prior to the possession date. Distribution boards are connected to a 380V three-phase

AC power supply by the *Employer*, only after the *Contractor* has submitted the valid certificate of compliance.

5.9 Use of the Employer's Tools and Equipment

- a) The *Contractor* is responsible for the repair, replacement, or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor's* custody and control.
- b) The *Contractor* ensures that any one of his employees or *Sub-Contractor*, operating hoist and mobile equipment belonging to the *Employer*, is authorised by the *Employer*.
- c) Take note of Core Clauses 11.2 (11) and 31.2. If the *Contractor* requires use of any of the *Employer's* Equipment, including compressed air, electricity, water supply and hoists, it must be specified.
- d) The *Employer* will do inspections and tests on plant equipment prior to unit possession date to ensure that the plant is handed over in a good state.
- e) The *Employer* however cannot guarantee continuity of supply of any of these items, and no claims of whatsoever nature as a result of failure to continuously supply such Equipment will be considered.
- f) The *Employer* is entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the *Contractor* is obliged to provide the necessary Equipment at his own cost.

5.10 Access given by the Employer for correction of Defects

Access will be arranged by the *Employer* for the *Contractor* to correct defects according to Clause 43.4.

6 Site Establishment

6.1 Site Maintenance

- a) A fully serviced site yard equipped with offices, kitchen and toilets/showers would be made available to the Contractor.
- b) The *Contractor* is responsible for all materials and equipment required for the day-to-day operation of the site yard, including pens, paper, flashlights, batteries, cloths, cleaning equipment, toilet paper, soap and so on.
- c) A "clean site yard" typically refers to a construction or industrial site that is kept clean and well-organized. It implies that the area is free from clutter, debris, or hazards/risks that could impede work progress, compromise safety, or cause environmental problems. The *Contractor* shall be responsible for maintaining and servicing the available site yard. As part of the site establishment, the *Contractor* shall present to the *Project Manager* a schedule that will contain information to cover the following areas:
 - d) Schedule for general cleaning of the site yard – Indicating the schedule to clean the site yard. There should be no debris laying around, such as papers, cigarette buds, dust overhauls or empty cool drink bottles. The area must be neat, with nothing out of place. Stacking locations should be barricaded and designated.

- e) Bathroom cleaning schedule – Indicates cleaning frequency.
- f) Offices and kitchen cleaning schedule – Indicates cleaning frequency.
- g) Workshop cleaning schedule – Indicates cleaning frequency.
- h) Vegetation control, which includes a grass cutting schedule.
- i) *Contractor* Identifying information – The *Contractor* shall place signage with the company's name and contact information, directions for site visitors, and instructions on what personal protective equipment (PPE) must be worn if any specific PPE is necessary.
- j) The *Contractor* is responsible for providing and installing all adequate signage as per the risk assessment, this includes warning, information, prohibition signs and location of emergency response equipment.
- k) The *Contractor* shall provide the *Employer* with a site layout plan in soft copy and laminated size A1. The laminated site layout plan shall be presented in the site yard.
- l) Security – The *Contractor* shall ensure that the site is secure, and assets on site are kept safe after hours. All gates to be locked when no one is on site.
- m) Hazard awareness – The *Contractor* shall identify the hazards and risks on site and apply management controls to minimise the risk.
- n) The site yard shall be handed over via a walk-through, noting problems and/or the condition of property and equipment. The *Contractor* is responsible for correcting these defects and maintaining the site yard. Upon site de-establishment, another site handover would occur, and any uncorrected defects or damaged equipment would be repaired by the *Contractor*. The *Contractor's* goal should be to return the site yard in a better condition than when it was obtained.
- o) The *Project Manager* will conduct quarterly compliance audits and submit the audit reports to the Majuba Safety Department.

6.2 Access Road

- a) Repair or replace all broken curb stones.

6.3 Africa Store

- b) Repaired or replace all loose corrugated steel sheeting.
- c) The *Contractor* shall ensure that all lights are in a working order in their area of responsibility.

6.4 Cleaning of Site

- a) Pick up all small wires on grass area, cement block, and new paved area before, during and after the works.
- b) Sweep outer cement block and new paved area before, during and after the works.
- c) Sweep inside of Africa store before, during and after the works.
- d) Sort and stack the work and storage space inside Africa store neat before, during and after completion of contract, forklift may be needed to move heavy goods. This work will be under the direction of the *Contract* supervisor.

6.5 Site Office, Kitchen, and Toilet Facilities

- a) The site would be handed over by means of a walk down noting defects and or condition of property and equipment.
- b) These defects will be corrected and maintained by the *Contractor*.
- c) Upon site de-establishment another site handover would be conducted, and the uncorrected defects or damaged equipment would have to be corrected by the *Contractor*.
- d) The *Contractor's* intention should be to return the site yard in a better condition than it was received in.
- e) It must be noted that the toilet facilities are connected on a French drainage system to a Septic Tank. The use of all non-biodegradables is strictly prohibited, and any blockages or failure in the system is to be corrected by the *Contractor*.

6.6 Existing Site DB, Electrical System and Mobile Welding Distribution Boards

The workshop currently has a dedicated site DB supplying the Kitchen, Toilets, Workshop overhead LED Flood Lights (32A), Welding cubicle lights (16A), External floodlights (16A) and Two Mobile Welding DB's. Any defects on these electrical systems will be for the Contractor to correct.

6.7 Construct Fenced Area

As part of site establishment, the *Contractor* shall scrape clean and level an area measuring 9 m x 9 m at a location indicated by the *Employer* and erect a perimeter fence around this area. The new fence shall match the existing Clear View security fence panels in height, panel configuration, material, finish and colour to ensure a uniform appearance and equivalent level of security.

7 Plant and Materials standards and workmanship

7.1 Standards and Regulations

- a) ESKOM 240-55714363 Coal Fired Power Stations Lighting and Small Power Installation
- b) ESKOM 204-56227443 Requirements for Control and Power Cables for Power Stations
- c) ESKOM 240-86973501 Engineering Drawing Standard – Common Requirements
- d) ESKOM 240-64636794 Standard for Wiring and Cable Marking in Substations
- e) ENG/GEN/04 Standard Coding/Labelling for Majuba
- f) SANS 10142-1:2012 The wiring of premises. Part 1: Low-voltage Installations
- g) OHS Act 1993 Occupational Health and Safety Act of 1993
- h) ESKOM 240-56356396 Earthing and Lightning Protection Standard
- i) 240-56356411 Fire Barrier Seals for Electrical Cable Installations

8. Specifications

Title	Date or revision	Tick if publicly available
-------	------------------	----------------------------

ESKARAAG4 – Operating Regulations for High Voltage Systems.	September 2005	
Occupational Health and Safety Act.	Latest Revision	√
SERV/FIRE/02 - Hot Work Procedure.	March 2005	
BIA/ENV/01 - Waste Management at Majuba.	December 2006	
BIA/ENV/04 - Environmental Management Policy.	December 2006	
Majuba Power Station Environmental Requirements for Contractors and Suppliers ENV/GEN/SPEC/01	Rev 2 11/03/2022	√
GGR 0992 – Plant Safety Regulations.	May 2004	
ENG/GEN/QA/01– Quality Requirements for Engineering and Construction Works.	January 2007	
36-238 - Fabric Filter Plant Operational Procedure	February 2013	
MAINT/ADM/POL 02 - REBAG POLICY DOCUMENT	September 2012	
MAINT/MMD 103 87 - ON LOAD FFP BAGS LIME COATING	December 2013	
MAINT/MMD 104 09 – OF LOAD FFP BAG LIME COATING	June 2018	
OPS OOPHPB02 – FFP RE-BAG CELL SHUTDOWN AND REINSTATING	February 2018	

9. List of drawings


9.1 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
0.66/95371 Sheet 1	1	Fabric Filter Plant Units 1 to 6 – Filter Bag 10 Wire – 7000mm Long – 3 Section Cage Detail.
0.66/95371 Sheet 2	1	Fabric Filter Plant Units 1 to 6 – Filter Bags 7000mm Long Detail.

ANNEXURE A – ENQUIRY / CONTRACT / ORDER QUALITY REQUIREMENT FORM QM-2/28(a) Rev 4

	ENQUIRY/CONTRACT/ORDER QUALITY REQUIREMENTS	QM – 2/28 (a) Rev 4		
ENQUIRY/CONTRACT NO: _____ STATION: _____				
EQUIPMENT/SERVICE: _____				
Section 1 to 3 covering introduction scope, reference documents, abbreviations and definitions are common to all specified requirements				
Section 4 requirements		Indicate Yes or No as applicable in box below		
QUALITY MANAGEMENT SYSTEM		<table border="1" style="width: 80px; height: 20px; margin: auto;"> <tr><td style="text-align: center;">4.1</td></tr> <tr><td style="height: 15px;"> </td></tr> </table>	4.1	
4.1				
DOCUMENTS TO BE SUBMITTED WITH THE TENDER		<table border="1" style="width: 80px; height: 20px; margin: auto;"> <tr><td style="text-align: center;">4.2</td></tr> <tr><td style="height: 15px;"> </td></tr> </table>	4.2	
4.2				
DOCUMENTS TO BE SUBMITTED AFTER THE CONTRACT AWARD DATE		<table border="1" style="width: 80px; height: 20px; margin: auto;"> <tr><td style="text-align: center;">4.3</td></tr> <tr><td style="height: 15px;"> </td></tr> </table>	4.3	
4.3				
CONTRACT QUALITY PLAN REQUIREMENTS		<table border="1" style="width: 80px; height: 20px; margin: auto;"> <tr><td style="text-align: center;">4.4</td></tr> <tr><td style="height: 15px;"> </td></tr> </table>	4.4	
4.4				
QUALITY CONTROL PLANS		<table border="1" style="width: 80px; height: 20px; margin: auto;"> <tr><td style="text-align: center;">4.5</td></tr> <tr><td style="height: 15px;"> </td></tr> </table>	4.5	
4.5				
INSPECTION AUTHORITY (OHS&A EQUIPMENT ONLY)		<table border="1" style="width: 80px; height: 20px; margin: auto;"> <tr><td style="text-align: center;">4.6</td></tr> <tr><td style="height: 15px;"> </td></tr> </table>	4.6	
4.6				
INSPECTION AND TESTING		<table border="1" style="width: 80px; height: 20px; margin: auto;"> <tr><td style="text-align: center;">4.7</td></tr> <tr><td style="height: 15px;"> </td></tr> </table>	4.7	
4.7				
RELEASE OF PLANT AND MATERIAL		<table border="1" style="width: 80px; height: 20px; margin: auto;"> <tr><td style="text-align: center;">4.8</td></tr> <tr><td style="height: 15px;"> </td></tr> </table>	4.8	
4.8				
CONTROL OF CORRECTIVE ACTION AND STOP WORK ORDERS		<table border="1" style="width: 80px; height: 20px; margin: auto;"> <tr><td style="text-align: center;">4.9</td></tr> <tr><td style="height: 15px;"> </td></tr> </table>	4.9	
4.9				
APPLICATION FOR DEFECT ACCEPTANCE		<table border="1" style="width: 80px; height: 20px; margin: auto;"> <tr><td style="text-align: center;">4.10</td></tr> <tr><td style="height: 15px;"> </td></tr> </table>	4.10	
4.10				
CONTROL OF QUALITY RECORDS		<table border="1" style="width: 80px; height: 20px; margin: auto;"> <tr><td style="text-align: center;">4.11</td></tr> <tr><td style="height: 15px;"> </td></tr> </table>	4.11	
4.11				
PRESERVATION OF PRODUCT QUALITY		<table border="1" style="width: 80px; height: 20px; margin: auto;"> <tr><td style="text-align: center;">4.12</td></tr> <tr><td style="height: 15px;"> </td></tr> </table>	4.12	
4.12				
DELIVERY		<table border="1" style="width: 80px; height: 20px; margin: auto;"> <tr><td style="text-align: center;">4.13</td></tr> <tr><td style="height: 15px;"> </td></tr> </table>	4.13	
4.13				
NAME	SIGNATURE	DATE		
PROJECT MANAGER	_____	_____		
CONTRACTOR	_____	_____		
EMPLOYERS QUALITY REPRESENTATIVE	_____	_____		

ANNEXURE B – ENQUIRY / CONTRACT / ORDER ISO 9000 SERIES FORM QM-2/28 (b) Rev 2

	ENQUIRY / CONTRACT / ORDER ISO 9000 SERIES	QM – 2/28 (b) Rev 2														
ENQUIRY/CONTRACT NO: _____ STATION: _____ EQUIPMENT/SERVICE: _____ THE FOLLOWING AREAS OF ISO 9001 FOR QUALITY MANAGEMENT SYSTEMS WILL BE APPLICABLE AS INDICATED BELOW FOR THIS CONTRACT ARE MANDATORY																
		PLEASE INDICATE														
		YES / NO														
1. Quality Management System: General Requirments Documentation Requirements	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>											
2. Management Responsibility: Management Commitment Customer Focus Quality Policy Planning Responsibility, Authority and Communication Management Review	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>							<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>								
3. Resource Management: Provision of Resources Human Resources Infrastructure Work Environment	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>										
4. Product Realisation: Planning of Product Realisation Customer – Related Processes Design and Development Purchasing Product and Service Provision Control of Monitoring and Measuring Devices	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>								<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>							
5. Measurement Analysis and Improvement: General Monitoring and Measurement Control of Non-conforming Product Analysis of date Improvement	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">NAME</td> <td style="width: 33%; text-align: center;">SIGNATURE</td> <td style="width: 33%; text-align: center;">DATE</td> </tr> </table>			NAME	SIGNATURE	DATE											
NAME	SIGNATURE	DATE														
REQUIRMENTS ACCEPTED BY:																
Project Manager	_____	_____														
Contractor	_____	_____														
Employers Quality Representative	_____	_____														

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:

1. describes the Site and its surroundings and
2. 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. Description of the Site and its surroundings

1.1 General description

1.1.1 Location and Description

- a) The Site of the works is situated on the farms Roodekoppies 67HS and Witkoppies 81HS approximately 15 km south-west of Amersfoort on the road number 979 (now deproclaimed) from Amersfoort to Beechwick, in Mpumalanga.
- b) The power station is laid out for a total of three 658 MW sets and three 713 MW sets, the sets being grouped into two 3-set modules. The first three sets are direct dry cooled with the second three sets being wet cooled.
- c) The power from the sets will be fed into the national grid at 400 kV.

1.1.2 Road Access

- a) The Contractor is advised that a new surfaced link road has been built linking Routes P97-1 with P26-1 and passing just north of the main station Site. A drawing showing the route is available from the Employer.
- b) From Standerton, take the national route R23 (P4-6) to Perdekop, the P97-1 towards Amersfoort, turning off right onto the link road 12 km before Amersfoort.
- c) From Volksrust, travel north along the P26-1 towards Amersfoort, turning left onto the link road 17.5 km before Amersfoort.
- d) From Amersfoort, take the Morgenzon road west of Amersfoort, turning south west onto the P97-1 towards Perdekop, then turning left onto the link road 12 km from Amersfoort.

1.1.3 Rail Access

- a) At present, the nearest Railway Station to the Power Station Site is Perdekop, although Transnet, prefer Standerton for heavy loads and containers. From here Transnet will perform road deliveries to Site. All transportation facilities at the stations are arranged by the Contractor as required. Should the Contractor require additional information regarding rail or road transport, he should contact the Senior Marketing Officer of Transnet.

1.1.4 Air Access

- a) The Site has a surfaced and licensed air strip with parking facility, adjacent to the Power Station guest house. The air strip is bitumen surfaced and is 1 500 m long and 15 m wide with 25 m wide gravel shoulders each side.
- b) The strip has been designed for a load classification number of 40 and caters for aircraft up to and including the DC3 Dakota. The airstrip has approach and landing lights, and a non-directional radio navigation beacon has been installed. The beacon frequency is 512 KHz at 29° 44' 30" E, 27° 03' 30" S, tone coding 2 K10A2a, recognition code MAJ, radius of operation 100 nautical miles.
- c) Permission to use the air strip facility is sought from the Employer at Majuba Power Station.

1.2 Existing buildings, structures, and plant & machinery on the Site

- a) Site inspection to be conducted to determine the plant surroundings.
- b) Existing identified equipment will be replaced, supporting structures and cabling to be verified by the contractor for suitability. The areas of concern need to be communicated to the employer in the form of populating the Risk assessment, during tendering phase for clarification.
- c) The area where work will be conducted is inside and outside of the FFP, on the FFP roof housing and Africa Store, exposed to the elements.

1.3 Site Geography and Climate

- a) The elevation of the Power Station Site is approximately 1 709 metres above mean sea level. The 0.00 mm datum which is 1 709.400 metres above MSL, being the turbine house ground floor level.
- b) The Amersfoort area has a climate of hot summers and fairly cool winters which is typical for that of the Highveld.
- c) The Weather Bureau's general description of the climate in the Highveld includes the following:
- d) The winter months are normally dry and about 85% of the annual rainfall falls in the summer months. On the whole winds are light except for short periods during thunderstorms. Very occasionally tornadoes do occur and cause tremendous damage if they happen to strike a populated area. The annual average number of thunderstorms varies from about 75 in Mpumalanga to 100 in Lesotho. These storms are often violent with severe lightning and strong (but short lived) gusty, south-westerly winds and are sometimes accompanied by hail.

1.3.1 Barometric Pressure

- a) The mean barometric pressure is 82.42 kPa (Corresponding to 1 709 metres above sea level).

1.3.2 Precipitation

- a) Rainfall

Average Annual Rainfall of the Highveld, mainly occurring as a result of thunderstorms and showers, ranges from 900 mm in the east to 650 mm in the west and is approximately 690 in Amersfoort. The rainy season is generally from October to March with peak rains falling in December and January. Heavy rainfalls of 125 to 150 mm (or more) occasionally fall in a single day.

- b) Hail

This region has about the highest frequency in South Africa. About 4 to 7 occurrences (depending mainly on altitude) may be expected annually at any one spot, whilst occasionally hailstones can be the size of hen's eggs or tennis balls and can cause tremendous damage.

c) Snow

Snowfalls are experienced during most winters in the Amersfoort area. When snow falls afterwards working conditions are extremely unpleasant and movement on the Site is difficult

d) Relative humidity

Average maximum	83%
Average minimum	22%

e) Velocity

Basic design wind speed – 43.5 m/s
 Design wind pressure 0.925 kPa at 10 m above ground.

f) Seismic

There are no design requirements for seismic activity.

g) Flood Plain Studies

A flood plain study report is available from Employer's Majuba Power Station Head Office, on request.

h) Weather data

The weather data are the records of past weather measurements for each calendar month as stated below:

**Temperature
 1:10 year return period data**

Month	No. of days with min. temp < 0°
January	0
February	0
March	0
April	2
May	8
June	22
July	21
August	11
September	4
October	2
November	0
December	0

Precipitation

1:10 year return period data

Month	Cumulative rainfall in (mm)	No. of days with rainfall > 10mm
January	202	7
February	158	7
March	122	5
April	115	4
May	43	3
June	29	2
July	36	2
August	36	2
September	64	3
October	148	6
November	167	8
December	177	7

Snow

1:10 year return period data

Month	No. of days with snow lying at 09:00
January	2
February	3
March	2
April	2
May	4
June	6
July	7
August	7
September	6
October	5
November	2
December	3

2. Gate access during labour unrest

An alternate road should be used during strike actions or when the local community blocks the entrance road to Majuba. The alternate road

