



## NEC3 Engineering & Construction Contract

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

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

for **Unit 1-6 Duty Line Replacement at Matla Power  
Station for twenty four (24) Months**

---

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

---

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

---

## Part C1: Agreements & Contract Data

---

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

---

## 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:

#### Unit 1-6 Duty Line Replacement at Matla Power Station for twenty four (24) Months

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

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

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

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

Signature(s)

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

Capacity \_\_\_\_\_

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number (if applicable)

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)	_____	_____
Capacity	_____	_____
<b>for the Employer</b>	Eskom Matla Power Station Delmas Road Kriel 2271 <i>(Insert name and address of organisation)</i>	_____
Name & signature of witness	_____	Date _____

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

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

Note:

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

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

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

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

### For the tenderer:

### For the Employer

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

On behalf of \_\_\_\_\_  
(Insert name and address of organisation)

Name & signature of witness \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

M Lesolang

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

\_\_\_\_\_

(Insert name and address of organisation)

\_\_\_\_\_

\_\_\_\_\_

## C1.2 ECC3 Contract Data

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

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>A: Priced contract with activity schedule</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X5: Sectional Completion</b>
		<b>X7: Delay damages</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Project Manager</i> is: (Name)	
	Address	Matla Power Station Private Bag X5012 Kriel 2271
	Tel	
	Fax	086 764 1882
	e-mail	

10.1	The <i>Supervisor</i> is: (Name)	[•]	
	Address	[•]	
	Tel No.	[•]	
	Fax No.	[•]	
	e-mail	[•]	
11.2(13)	The <i>works</i> are	Unit 1-6 Duty Line Replacement at Matla Power Station	
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Non-compliance to statutory SHE and legal requirements which could result to injuries; near misses and penalties.</li> <li>• Poor system performance due to poor workmanship by the contractors</li> <li>• Outage availability and movement due to power constraints.</li> </ul>	
11.2(15)	The <i>boundaries of the site</i> are	Contractor site office area Walking area to working site. Unit 01 to Unit 06 Duty Line Replacement at Matla Power Station	
11.2(16)	The Site Information is in	Part 4: Site Information	
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	4 days	
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	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.	
<b>3</b>	<b>Time</b>		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	31 December 2024	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		1	
30.1	The <i>access dates</i> are:	<b>Part of the Site</b>	<b>Date</b>
		1	Unit 01 to 06 Duty Line Replacement at Matla Power Station
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	01 week After Contract award.	
31.2	The <i>starting date</i> is	01 January 2023	

32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	01 week during execution or on request by the Client.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the <i>works</i> .
43.2	The <i>defect correction period</i> is	02 days
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	between the 25 <sup>th</sup> 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	30 days
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>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	As stated in Annexure A to this Contract Data provided by the <i>Employer</i> .
<b>7</b>	<b>Title</b>	There is no reference to Contract Data in this

section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	N/A
<b>9</b>	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with activity schedule</b>	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	to be advised in the event of a dispute
	Tel No.	to be advised in the event of a dispute
	Fax No.	to be advised in the event of a dispute
	e-mail	to be advised in the event of a dispute
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration.
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern

- if the arbitration procedure does not state who selects an arbitrator, is

Africa) or its successor body.

## 12 Data for secondary Option clauses

X1	Price adjustment for inflation				
X1.1(a)	The <i>base date</i> for indices is		The month before tender closing date		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	Description	Proportion %	Source of Index (CPI, PPI, SEIFSA)	Index prepared by
		None adjustable		15%	
		Transport		5%	
		Labour		15%	
		Material		65%	
				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.		
X5	Sectional Completion				
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date	
		1 Unit 1	Unity 1 to Bulk Silos 780 m	As per accepted programme for all sections	
		2 Unit 2	Unit 2 to Bulk silos 710 m		
		3 Standby1	Standby line 1: 780 m		
		4 Unit 3	Unit 3 to Bulk silos: 610 m		
		5 Unit 4	Unit 4 to Bulk Silos: 530 m		

		6 Standby2	Standby line 2: 610 m	
		7 Unit 5	Unit 5 to Bulk Silos 430 m	
		8 Unit 6	Unit 6 to Bulk silos 380 m	
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:	<i>section</i>	Description	Amount per day (TBC on award)
		1 Unit 1	Unity 1 to Bulk Silos 780 m	R
		2 Unit 2	Unit 2 to Bulk silos 710 m	R
		3 Standby1	Standby line 1: 780 m	R
		4 Unit 3	Unit 3 to Bulk silos: 610 m	R
		5 Unit 4	Unit 4 to Bulk Silos: 530 m	R
		6 Standby2	Standby line 2: 610 m	R
		7 Unit 5	Unit 5 to Bulk Silos 430 m	R
		8 Unit 6	Unit 6 to Bulk silos 380 m	R
	Remainder of the <i>works</i>			
	The total delay damages payable by the <i>Contractor</i> does not exceed:	10% of the contract amount		
X16	Retention			
X16.1	The <i>retention free amount</i> is	Zero		
	The <i>retention percentage</i> is	10%		
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	the amount of the deductibles relevant to the event		

	limited to:	
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"> <li>the total of the Prices at the Contract Date and</li> <li>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.</li> </ul>
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"> <li>Defects due to his design which arise before the Defects Certificate is issued,</li> <li>Defects due to manufacture and fabrication outside the Site,</li> <li>loss of or damage to property (other than the works, Plant and Materials),</li> <li>death of or injury to a person and</li> <li>infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<p>(i) 7 years after the <i>defects date</i> for latent Defects and</p> <p>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</p> <p>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period.</p> <p>If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
Z	The <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 *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

## **Z2 Joint ventures**

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Project Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

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

## **Z4 Confidentiality**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Z8 Notifying compensation events**

Z8.1 Delete from the last sentence in core clause 61.3, "unless the *Project Manager* should have

notified the event to the *Contractor* but did not".

**Z9                      *Employer's limitation of liability***

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

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

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

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

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

**Z12                      *Ethics***

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

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

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

### Z13 Insurance

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

#### 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 works, Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance  The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract	<b><u>Loss of or damage to property</u></b> <b><u>Employer's property</u></b> The replacement cost where not covered by the <i>Employer's</i> insurance  The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance  <b><u>Other property</u></b>

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

**Z 13.2**

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

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

**INSURANCE TABLE B**

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

**Z14 Nuclear Liability**

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

Z14.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z14.3 Subject to clause Z14.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z14.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z15 Asbestos**

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

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

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

Z15.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements

and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

- Z15.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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

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

### **General**

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

### **Climate**

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

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

January is normally the hottest month with an average daily maximum temperature of 27°C with a mean daily temperature in winter being about 16°C. Winter average daily temperatures vary from 18, 5°C

maximum to -1°C minimum. The extreme temperatures recorded range from 34, 7°C to minus 12, 4°C for the period 1920 - 1984. (Source: Weather Bureau, Pretoria)

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

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

### Weather Data

THE ASSUMED 1 IN 10 YEAR RAINFALL FIGURES ARE:

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

### Relative Humidity

Records for Bethal (2008 - 2009)

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

08:00 = 80%

14:00 = 52%

20:00 = 73%

### Prevailing Winds

Records for Bethal (2008 - 2009)

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

### Other Climatic Factors

Records for Bethal (2008 - 2009)

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

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

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

### Topography

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

### Air Quality

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

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

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

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

## Annexure B: Insurance provided by the Employer

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

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

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

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

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

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

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

In the case of contracts / packages within a project:

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

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

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

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

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

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

**[http://www.eskom.co.za/live/content.php?Item\\_ID=9248](http://www.eskom.co.za/live/content.php?Item_ID=9248)**

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

#### Notes to a tendering contractor:

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

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

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

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

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

**PART 2: PRICING DATA**  
**ECC3 Option A**

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

## C2.1 Pricing assumptions: Option A

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	11	
	11.2	(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

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

### Function of the Activity Schedule

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

### Link to the programme

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

### Preparing the *activity schedule*

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

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

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

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;

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

## C2.2 the *activity schedule*

An activity schedule could have the following format:



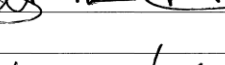



Item No.	Programme Reference	Activity description	Price

## PART 3: SCOPE OF WORK

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

## C3.1: EMPLOYER'S WORKS INFORMATION

 Eskom	<b>MATLA POWER STATION</b>  <b>SCOPE OF WORK</b>	Template Identifier	240-43921898	Rev	6
		Document Identifier	14593	Rev	4
		Effective Date	October 2019		
		Review Date	October 2022		

<b>PLANT AREA:</b> Dust Handling plant			
<b>TITLE:</b> Duty line Basalt lining			
<b>REF:</b> MEA-06196	<b>Reference Rev No:</b>	<b>MULTIDISCIPLINARY:</b> No	<b>Plant Level:</b> 2
<b>COMPILED BY</b>	Name: Gavin Phelelo System Engineer	Signature: 	Date: 13/02/2020
<b>APPROVED</b>	Name: Thando Mbulawa Line Manager	Signature: 	Date: 13/02/2020
<b>APPROVED</b>	Name: Lele Masote Group Manager	Signature: 	Date: 14/02/2020
<b>REVIEWED</b>	Kagiso Molokoane Chief Engineer	Signature:	Date:
<b>REVIEWED</b>	Name: PP Tshamas Quality Department	Signature: 	Date: 14/02/2020
<b>ACCEPTED</b>	Name:  Environmental Department	Signature: 	Date: 14/02/2020
<b>ACCEPTED</b>	Name: AIA	Signature:	Date:

**NB:** Do not tamper with the template.


Reference No: <b>REF: MEA-06196</b>	Reference Rev No:	Date: 18/03/2019	Page 1 of 13
-------------------------------------	-------------------	------------------	--------------

### Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Page 1 of 13

	<b>MATLA POWER STATION</b>  <b>SCOPE OF WORK</b>	Template Identifier	240-43921898	Rev	6
		Document Identifier	14593	Rev	4
		Effective Date	October 2019		
		Review Date	October 2022		

**GENERAL**

- Data books, reviews, reports and diagrams/drawings shall be submitted to Engineering after the completion of the work. Engineering to forward the data books to Quality Department (Document Control)
- All QCP's to be submitted to Engineering and Quality for approval prior to outage/project or maintenance work commencement.

	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
1.1	Safety	<ul style="list-style-type: none"> <li>All work is to be done in accordance with Matla plant procedures and safety regulations. (GGR 0992).</li> <li>Matla power station induction must be done before any work commences.</li> <li>Permit to work must be in place before any work commences.</li> <li>Worker's register must be completed and daily risk assessment conducted before any work commences.</li> </ul>	Eskom to witness.	Contractor
1.2	Environmental Management.	<ul style="list-style-type: none"> <li>All activities listed in the National Environmental Act 107 of 1998, EIA Regulation 982,983,984 &amp; 985(2014), must have <b>AUTHORISATION</b> before commencement of work.</li> <li>The contractor shall comply with all applicable legal and other requirements.</li> <li>The polluter pays principle will be applied.</li> </ul>	Eskom to witness.	Contractor


Reference No: <b>REF: MEA-06196</b>	Reference Rev No:	Date: 18/03/2019	Page 2 of 13
-------------------------------------	-------------------	------------------	--------------

**Public**

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Page 2 of 13

	<b>MATLA POWER STATION</b>  <b>SCOPE OF WORK</b>	Template Identifier	240-43921898	Rev	6
		Document Identifier	14593	Rev	4
		Effective Date	October 2019		
		Review Date	October 2022		

		<ul style="list-style-type: none"> <li>The contractor manager shall ensure compliance with Eskom Matla Environmental procedures to ensure the prevention of pollution (OMOP 4090).</li> <li>The last payment will be processed based on the status of the last housekeeping check sheet (Annexure G: OMOP 4018) of designated area. EMS file based on ISO14001 will be required.</li> </ul>		
1.3	Quality Management	<ul style="list-style-type: none"> <li>The contractor/executioner of work will be responsible for drawing up all QCP documentation and this must be approved by engineering and authorised by the Quality Department before commencing with the work.</li> <li>Contractors/executioner to adhere to QM 58 and OMOP4497 requirements</li> <li>Number of NCR issued can affect your next tendering process.</li> <li>The QCP shall be signed progressively by the Engineer/Supervisor, Eskom QC Inspector, Contractor QC Inspector and/or AIA.</li> <li>No procuring of outage items without the approval of scopes by quality</li> <li>All outage scopes creep and scopes addition should be approved by quality</li> <li>No contractor should be in the possession of scopes for execution without the scopes approved by quality</li> <li>The contractor is subjected to quality auditing at any point in time during execution of scope</li> </ul>	Hold point	Contractor
1.4	Inputs from other			


Reference No: REF: MEA-06196	Reference Rev No:	Date: 18/03/2019	Page 3 of 13
------------------------------	-------------------	------------------	--------------

### Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Page 3 of 13

	<b>MATLA POWER STATION</b>  <b>SCOPE OF WORK</b>	Template Identifier	240-43921898	Rev	6
		Document Identifier	14593	Rev	4
		Effective Date	October 2019		
		Review Date	October 2022		

	departments			
1.5	Commissioning reference			


Reference No: <b>REF: MEA-06196</b>	Reference Rev No:	Date: 18/03/2019	Page 4 of 13
-------------------------------------	-------------------	------------------	--------------

**Public**

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Page 4 of 13

	<b>MATLA POWER STATION</b>  <b>SCOPE OF WORK</b>	Template Identifier	240-43921898	Rev	6
		Document Identifier	14593	Rev	4
		Effective Date	October 2019		
		Review Date	October 2022		

SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
---	--	----------------------------------	----------------------

## DETAILED SCOPE


	SCOPE OF WORK DESCRIPTION / ACTIVITY	PROCEDURE, SPECIFICATION, ENG. REQUIREMENTS / DOCUMENTATION	HOLD POINTS, WITNESS, REPORTS	RESPONSIBLE PARTY
	<b>The purpose of this scope:</b>  There has been an increased failure rate in the dust conveying lines which are affecting the safety and health of personnel and productivity of the plant. The purpose of the scope is to line the dust duty lines with a hard material in order minimize erosion wear.			
2.1	Manufacture, supply and install new duty lines. The straight sections have to be basalt lined and the bends to be tiled.  The original lines have an internal diameter of 300mm and 250mm. The line sizes will increase from internal diameter of <b>250 mm to 300 mm</b> and from <b>300mm to 350mm</b> , the size increase in the pipes is to compensate the area lost due to the lining. All pipes to have a 10mm wall thickness. Ensure the pipes are concentric with the basalt and the tiles.  Please use Eskom drawings as reference:	<ul style="list-style-type: none"> <li>• <b>1 meter mild steel Bends x 60:</b> <ul style="list-style-type: none"> <li>▪ 350 ID 1 meter long radius bend sections x 30 (<b>350 ID x 1000mm R x 90°</b>)</li> <li>▪ 300 ID 1 meter long radius bend sections x 30 (<b>350 ID x</b></li> </ul> </li> </ul>	Hold/Witness	Contractor/ Engineer
Reference No: <b>REF: MEA-06196</b>		Reference Rev No:	Date: 18/03/2019	Page 5 of 13

**Public**

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Page 5 of 13

	<b>MATLA POWER STATION</b> <b>SCOPE OF WORK</b>	Template Identifier	240-43921898	Rev	6
		Document Identifier	14593	Rev	4
		Effective Date	October 2019		
		Review Date	October 2022		


	<ul style="list-style-type: none"> <li>• 0.47/44867</li> <li>• 0.47/44866</li> <li>• 0.47/44869</li> <li>• 0.47/44870</li> <li>• 0.47/44871</li> <li>• 0.47/44872</li> </ul>	<p><b>1000mm R x 90°)</b></p> <ul style="list-style-type: none"> <li>▪ SABS 1123 class 16, flanges x60</li> <li>▪ SABS 1123 class 16, flanges x60</li> <li>▪ All bends to be lined with ceramic tiles with 15mm thick tiles</li> <li>• <b>350 ID 9m mild steel sections x 260</b></li> <li>▪ SABS 1123 class 16, flanges x520</li> <li>▪ All sections to be 15mm basalt lined.</li> <li>• <b>300 ID 9m mild steel sections x 167</b></li> <li>➤ SABS 1123 class 16,</li> </ul>		
Reference No: <b>REF: MEA-06196</b>		Reference Rev No:	Date: 18/03/2019	Page 6 of 13

**Public**

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Page 6 of 13

	<b>MATLA POWER STATION</b> <b>SCOPE OF WORK</b>	Template Identifier	240-43921898	Rev	6
		Document Identifier	14593	Rev	4
		Effective Date	October 2019		
		Review Date	October 2022		


		flanges x 334 ➤ All sections to be 15mm basalt lined <b>Max operating pressure: 500 KPa</b>  <b>Total Pipe Length:</b> U1 to Bulk Silos:780m U2 to Bulk Silos:710m Standby Line 1: 780m U3 to Bulk Silos:610m U4 to Bulk Silos:530 Standby 2:610m U5 to Bulk Silos:430m U6 to Bulk Silos:380m		
Reference No: <b>REF: MEA-06196</b>		Reference Rev No:	Date: 18/03/2019	Page 7 of 13

**Public**

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Page 7 of 13

	<b>MATLA POWER STATION</b> <b>SCOPE OF WORK</b>	Template Identifier	240-43921898	Rev	6
		Document Identifier	14593	Rev	4
		Effective Date	October 2019		
		Review Date	October 2022		

		Stand by 3: 430m  <b>For any welding</b>  Supplier must submit the following documents with the reply RFQ: <ul style="list-style-type: none"> <li>• <b>Welder qualification (BS EN 9606)</b></li> <li>• <b>WPS and PQR</b></li> </ul> Welding to comply with:  <b>240-1106628253-Eskom standards for welding requirements</b>		
--	--	---	--	--

Reference No: <b>REF: MEA-06196</b>	Reference Rev No:	Date: 18/03/2019	Page 8 of 13
-------------------------------------	-------------------	------------------	--------------

**Public**

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Page 8 of 13


	MATLA POWER STATION SCOPE OF WORK	Template Identifier	240-43921898	Rev	6
		Document Identifier	14593	Rev	4
		Effective Date	October 2019		
		Review Date	October 2022		


Reference No: REF: MEA-06196	Reference Rev No:	Date: 18/03/2019	Page 9 of 13
------------------------------	-------------------	------------------	--------------

Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

	<b>MATLA POWER STATION</b>  <b>SCOPE OF WORK</b>	Template Identifier	240-43921898	Rev	6
		Document Identifier	14593	Rev	4
		Effective Date	October 2019		
		Review Date	October 2022		

**BILL OF MATERIAL**


	Full description Material/Spares/Equipment	Specifications of Material/Spares/Equipment	Stock No	Part Number	Required Quantity
1	350 ID 1 meter bends				30
2	300 ID 1 meter bends				30
3	SABS 1123 class 16, 350 ID flanges				550
4	SABS 1123 class 16, 300NB flanges x60				394
5	15 mm ceramic tiles				For 60m pipe
6	350NB 9m mild steel sections				260
Reference No: <b>REF: MEA-06196</b>		Reference Rev No:	Date: 18/03/2019	Page 10 of 13	

**Public**

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Page 10 of 13

	<b>MATLA POWER STATION</b>  <b>SCOPE OF WORK</b>	Template Identifier	240-43921898	Rev	6
		Document Identifier	14593	Rev	4
		Effective Date	October 2019		
		Review Date	October 2022		

7	SABS 1123 class 16, 350NB flanges				60
8	300NB 9m mild steel sections				167
9	15mm Basalt lining				For 1505m 300NB pipe and 2304m of 350NB pipe


SCOPE COMPILATION REFERENCES			
Reference No: REF: MEA-06196	Reference Rev No:	Date: 18/03/2019	Page 11 of 13

### Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Page 11 of 13

	<b>MATLA POWER STATION</b>  <b>SCOPE OF WORK</b>	Template Identifier	240-43921898	Rev	6
		Document Identifier	14593	Rev	4
		Effective Date	October 2019		
		Review Date	October 2022		

SOURCE & Ref No.	Yes	No	N/A	Comments
Previous outage service reports				
Return to service data packages				
Maintenance Strategy with Rev number				
SAP defects (attach list as appendix)				
GHRMS (STEP) reports (Generation Heat Rate Management System)				
Online Condition Monitoring				
Pre-outage performance test results				
Post outage performance test results				
GPSS/ Plant Performance data on UCLF incurred				
OMS / IIRMS recommendations (Audits Reports)				
Risk controls (IRM system)				
Previous audits and reviews (e.g. ERAP)				
Engineering Change Requests (Projects)				
LOPP strategy reports				
URS				
Philosophy (Outage)				
Condition Monitoring Report				


Reference No: REF: MEA-06196	Reference Rev No:	Date: 18/03/2019	Page 12 of 13
------------------------------	-------------------	------------------	---------------

### Public

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Page 12 of 13

	<b>MATLA POWER STATION</b>  <b>SCOPE OF WORK</b>	Template Identifier	240-43921898	Rev	6
		Document Identifier	14593	Rev	4
		Effective Date	October 2019		
		Review Date	October 2022		

VA/PHD Viewer trends				
Corrective Actions				
CARAB reports				
Statutory Requirements				
Grid code requirements				
Waivers and Exemptions				
Calibration requirements				
Previous Outage SOW variations				
Post Mortems Actions from previous outages				
Pre-Outage plant walks				
Risk based inspection (RBI) report				
Simulation, TOIs, OON, SI				

COMMENTS


Compiled by: .....

Reference No: REF: MEA-06196	Reference Rev No:	Date: 18/03/2019	Page 13 of 13
------------------------------	-------------------	------------------	---------------

**Public**

When downloaded from the document management system, this document is uncontrolled and the responsibility rests with the user to ensure it is in line with the authorised version on the system.

No part of this document may be reproduced without the expressed consent of the copyright holder, Eskom Holdings SOC Ltd, Reg No 2002/015527/30.

Page 13 of 13

Part 4: Site Information

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

## PART 4: SITE INFORMATION

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

#### 1. Access limitations

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

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

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

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

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

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

#### 2. 2. Ground conditions in areas affected by work in this contract

The works are situated at unit 1 to unit 6 Duty lines pipes at Matla Power Station.

#### 3. 3. Hidden and other services within the *site*

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

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

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

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

## 5. Inspection on site

The *Contractor* shall take note of, and allow in his price for any items which may not be clearly defined on the enquiry drawings and / or document / s submitted with this tender. He shall also ensure that surfaces to be protected are inspected in order to evaluate extent of surface preparation for which he will be responsible. All inspections with Matla Engineering are to be arranged 24 hours in advance.

## 6. Accommodation for employees

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

## 7. Telephone & telecommunications

A telephone is not available on site. Should the *Contractor* require one, he is to make his own arrangements with the relevant authorities. Arrangements may be made with the *Employers Representative* to use telephones of the Station if they are available. Calls from these will be charged for at prevailing GPO rates. Should the *Contractor* wish to use radio communication equipment on site, he will make his own arrangements with the relevant authorities. In this case though, he is required to liase with the Head of Security at the Station to ensure that there is no interference with existing channels or equipment.

## 8. First aid and fire fighting

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

## 9. Welding on site

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

## 10. Safe plant isolations

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

## 11. Security, fire protection and safety

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

## 12. Fire protection

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

## 13. Safety and incident prevention

The *Contractor* shall implement and maintain an active Site Safety and Accident Prevention Programme in accordance with the NOSA Standards Safety Regulations, NWS 1058 and the Safety Regulations as laid down in the Matla Safety Manual. The overriding regulations will however be the Occupation Health and Safety Act.

## 14. Safety

The *Contractor* shall comply with

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

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

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

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

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

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

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

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

Signed Annexure B Acknowledgement Form
OHS Policy signed by the Tenderer's CEO or MD.
OHS Budget Breakdown covering the scope of works.
Health and safety plan
Baseline Risk Assessment
Past 3 years OHS Statistics (fatalities, LTI's and Legally Reportable Incidents) suffered by the tenderer (if none signed letterhead to this effect must be forwarded)
Past 3 years OHS Legal notices issued against the tenderer e.g. Department of labour (if none signed letterhead to this effect must be forwarded)
Tenderer's valid letter of good standing with compensation fund or licensed insurer.
Medical fitness certificate x 1 or Medical surveillance programme for non-operational suppliers or supplier with no employees
Covid-19 response plan

## 15. General


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


## 16. Quality requirements

The *Contractor* shall be required to demonstrate by means of a Quality Plan that this organisation is so structured that all the requirements of the specification will be properly monitored and controlled. The Quality Plan and Control procedures are to be carried out in accordance with the Quality Control document NWS 1841/C1 and the Matla Quality Manual for *Contractor*. The Quality Control document is to be submitted for approval to Matla Engineering within three (3) days after order placement by the *Contractor*.

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

The following are the quality requirements

		<b>(FORM A)</b> <b>TENDER &amp; CONTRACT QUALITY REQUIREMENTS FOR 240-105658000 AND QUALITY REQUIREMENTS FOR ISO 9001 STANDARD</b>		Template Identifier	240-43921804	Rev	3
				Document Identifier	240-68099512	Rev	8
				Authorisation Date	August 2020		
				Review Date	August 2023		
SECTION A (TENDERER)	ENQUIRY/ CONTRACT No:						
	ENQUIRY/ CONTRACT DESCRIPTION	<b>Duty Line Replacement at Matla Power Station</b>					
	CLAUSES OF 240-105658000 SPECIFICATION	CLAUSE DESCRIPTION				INDICATE WITH AN (X) AS APPLICABLE OR (-) IF NOT APPLICABLE	
SECTION B (ESKOM)	CLAUSE 3	PRE-CONTRACT AWARD QUALITY REQUIREMENTS				X	
	CLAUSE 4	(*Select Only Applicable Category). NB: Not more than one category must be selected. Also indicate whether site assessment is applicable.					
		Category 1 (refer to clause 4.1.1 of 240-105658000)				-	
		Category 2 (refer to clause 4.1.2 of 240-105658000)				-	
		Category 3 (refer to clause 4.1.3 of 240-105658000)				X	
		Category 4 (refer to clause 4.1.4 of 240-105658000)				-	
		Supplier and Sub-supplier Site Assessment (refer to clause 4.2 of 240-105658000)				-	
	CLAUSE 5	POST-CONTRACT AWARD					
		Contract Execution (refer to clause 5.1 of 240-105658000)				X	
		Supplier Quality Performance Monitoring Phase (refer to clause 5.2 of 240-105658000)				X	
	CLAUSE 6	STANDARD CONDITIONS					
		Eskom Rights of Access (refer to clause 6.1 of 240-105658000)				X	
		Eskom Rights to Information (refer to clause 6.2 of 240-105658000)				X	
		Preservation and Storage (refer to clause 6.3 of 240-105658000)				X	
		Supplier Quality Audits (refer to clause 6.4 of 240-105658000)				X	
		Nonconformities and Nonconforming Outputs Identified by Eskom (refer to clause 6.5 of 240-105658000)				X	
		Special Processes (refer to clause 6.6 of 240-105658000)				X	
		CLAUSES OF ISO 9001 STANDARD	CLAUSE DESCRIPTION				INDICATE WITH AN (X) AS APPLICABLE
SECTION C (ESKOM)	CLAUSE 4	Context of the Organisation				X	
	CLAUSE 5	Leadership				X	
	CLAUSE 6	Planning				X	
	CLAUSE 7	Support				X	
	CLAUSE 8	Operation				X	
	CLAUSE 9	Performance Evaluations				X	
	CLAUSE 10	Improvement				X	
SECTION D (ESKOM)	ESKOM'S QUALITY REPRESENTATIVE	NAME	DESIGNATION	DATE	SIGNATURE		
SECTION E (TENDERER)	TENDERER'S QUALITY REPRESENTATIVE	NAME	DESIGNATION	DATE	SIGNATURE		

	<b>Supplier Quality Management:</b> <b>List of Tender Returnables Documents</b>	Unique Identifier	240-12248652
		Revision	2
		Effective Date	2018/10/26
		Specification	QM 58
<b>Category 3: Quality Requirements</b>		Deliverables to be evaluated indicator = 1	Weights
<b>SECTION A : Quality Management System Requirements ISO 9001</b> <b>Objective evidence of documented QMS that is not certified but complies with ISO 9001</b>			
			Apply (Yes=1)
A.1 QMS Manual or a document that defines and describes the QMS and its scope or Quality Method statement based on scope.			1
A.2 Quality Policy Approved by top management.			1
A.3 Quality Objectives Approved by top management.			1
A.4 Records required by ISO 9001 standard (List of Records)			1
A.5 Control of documented information			1
A.6 Documented information for Control of nonconforming outputs			1
A.7 Documented information for Nonconformity and Corrective action			1
A.8 Documented information for Internal audit			1
<b>Section A Score</b>			<b>8</b>
<b>SECTION B : Evidence of QMS in operation (Tender Quality Requirements -Ref QM-58 /240-105658000)</b>			
			Apply (Yes=1)
B.1 Documented information for defined roles, responsibilities and authorities			1
B.2 Documented information for Control of Externally Provided Processes, Products and Services			1
<b>Section B Score</b>			<b>2</b>
<b>SECTION C: Contract Quality Plan Requirements (Ref QM-58 and 240-109253698).</b> <b>Draft Contract Quality Plan specific to the scope of work as described in the tender documents (Ref ISO 10005)</b>			
<b>NB! Draft Contract/Project Quality Plan has important QA deliverables</b>			Apply (Yes=1)
<b>Section C Score</b>			<b>1</b>
<b>SECTION D: Quality Control Plan Requirements (Ref QM-58 or 240-109253302)</b> <b>QCP /Checklist/ ITP (Quality Control Plans) as per Scope of Works (Ref ISO 10005 &amp; QM 58)</b>			
<b>NB! Example of an Inspection and Test Plan (ITP) or Quality Control Plan (QCP) on similar and/ or previous work done</b>			Apply (Yes=1)
			1
<b>Section D Score</b>			<b>1</b>
<b>SECTION E : User defined additional Requirements &amp; miscellaneous (Ref QM-58)</b> <b>Customer specific requirements &amp; other standards and required can be listed and evaluated here</b>			
			Apply (Yes=1)
E.1 Form A is completed and signed.			1
E.2 Add other requirements (if applicable) as per the scope of work and/ or specification			1
<b>Section E Score</b>			<b>2</b>

**Environmental Requirements**

Environmental Objective Criteria		
Category A: Contractors	Yes/No	Comments
All contractors working for and on behalf of Matla Power Station on a once off (supply and delivery) or outage programs and with their activities which might not cause potential harm to the environment as per scope of work by environmental practitioner professional discretion. Assessment for these contractors shall be done by completing the Environmental Contractor Assessment form, If there is any yes to the questionnaire then the Environmental Officer must be notified to conduct a proper assessment on the contract. These suppliers or contractors must adhere or adopt the Contract Manager' Environmental Aspect and Impact register and the management thereof		
Completion of Environmental Contractors Assessment Form.		
Sign Contractors commitment and indemnity letter		
OR ISO14001 certified with valid certificate		

**17. Tender**

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

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

Tenders must include for the official "Commissioning" and / or taking over hand handing over" of systems and / or the work executed by the *Contractor*.

**17.1. Consumables**

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

**17.2. Transport**

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

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

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

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

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

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

Any craneage required for the execution of the Works will be supplied by Eskom if it is available. Should craneage be unavailable the *Contractor* shall negotiate a price with Eskom for the supply thereof. Arrangements for such craneage must be made in advance at least two weeks prior to the required date. No extension of time and / or claim for standing time will be granted should the *Contractor* not conform with his specification.

Any design from Matla Engineering is only for information additional to the Scope of Work. Tenderers are to be based on the Scope of Work and the specifications. If any discrepancy arises between the design and the Scope of Work Matla is to be contacted for clarification.

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

## 18. Supplier Development and Localisation (SD&L)

### Designation requirements

Components	Components	Local Content Threshold
Steel	Steel	100%
Bolt & Nuts	Steel	100%

### 18.1 Subcontracting

Sub-contracting is applicable, 30% of scope of work

### 18.2. Corporate Social Investment

Supplier to contribute 2% towards social corporate investment initiative to benefit communities around Matla power station.

### 18.3. Skills Development and Job Creation

Eskom's Target			
Category	Number	Entry Level	Output
Artisans	02	N3	N6
Welders	03	N3	N6
Total	05		

Job creation Eskom target is 100 workers

## 19. Communication

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

Att :  
Tel :  
E-Mail :

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

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

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