



NEC3 Engineering & Construction Contract

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

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

for [•]

Contents:	No of pages
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CONTRACT No. [Insert at award stage]

Part C1: Agreements & Contract Data

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

1.1. Offer

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

1. [CONSTRUCTION OF THE KUSILE FUEL FILLING STATION AT KUSILE POWER STATION]

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number (if applicable)

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*.

1.1. Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

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 and secondary Options	A: Priced contract with activity schedule W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X5: Sectional Completion X7: Delay damages X13: Performance bond X16: Retention X18: Limitation of liability Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
10.1	The <i>Supervisor</i> is: (Name)	TBA

	Address	[•]												
	Tel No.	[•]												
	Fax No.	[•]												
	e-mail	[•]												
11.2(13)	The <i>works</i> are	The design and construction of the Kusile Power Station Fuel Filling Station and associated works.												
11.2(14)	The following matters will be included in the Risk Register	Disease Outbreaks Protest Actions/Community Unrest Damage to Property Interfacing Works Adverse Weather Environmental Impact Procurement Lead Times												
11.2(15)	The <i>boundaries of the site</i> are	Kusile 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	Two (2) weeks												
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	TBA												
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table><tr><th colspan="2"><i>Condition to be met</i></th><th><i>key date</i></th></tr><tr><td>1</td><td>Approval of Design</td><td>[3 Months after contract award]</td></tr><tr><td>2</td><td>Practical Completion</td><td>[10 Months after Contract award]</td></tr><tr><td>3</td><td>Final Takeover</td><td>[11 Months after Contract award]</td></tr></table>	<i>Condition to be met</i>		<i>key date</i>	1	Approval of Design	[3 Months after contract award]	2	Practical Completion	[10 Months after Contract award]	3	Final Takeover	[11 Months after Contract award]
<i>Condition to be met</i>		<i>key date</i>												
1	Approval of Design	[3 Months after contract award]												
2	Practical Completion	[10 Months after Contract award]												
3	Final Takeover	[11 Months after Contract award]												
30.1	The <i>access dates</i> are:	<table><tr><th>Part of the Site</th><th>Date</th></tr></table>	Part of the Site	Date										
Part of the Site	Date													

		1	TBA	[2 Months after Contract Award]
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within		Two (2) weeks of the Contract Date in P6 XER format	
31.2	The <i>starting date</i> is		TBA	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than		Two (2) weeks.	
t	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	

4 Testing and Defects

42.2	The <i>defects date</i> is		Fifty-two (52) weeks after Completion of the whole of the <i>works</i> .	
43.2	The <i>defect correction period</i> is		Within Two (2) weeks of the <i>Contractor</i> being provided access to and use of the part of the <i>Works</i> required to remedy such Defect as contemplated in Clause 43.4 or in the event that the <i>Contractor</i> in excess of the above stipulated time to correct any Defect, any other reasonable period, as proposed by the <i>Contractor</i> and approved by the <i>Project Manager</i> for correction of such Defect.	
	except that the <i>defect correction period</i> for		Priority 1: System or equipment cannot be operated safely – 24 hours correction period	
	and the <i>defect correction period</i> for		Priority 2: Must be completed before operational acceptance – 72 hours correction period	

5 Payment

50.1	The <i>assessment interval</i> is		Monthly from the 20 th to the 25 th 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		Four (4) weeks from receipt of valid tax invoices.	
51.4	The <i>interest rate</i> is		the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands.	

6	Compensation events	
60.1(13)	<p>The place where weather is to be recorded is:</p> <p>The <i>weather measurements</i> to be recorded for each calendar month are,</p> <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>The Employer's weather station at Kusile Power Station.</p> <p>the cumulative rainfall (mm)</p> <p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 09:00 hours South African Time</p> <p>and these measurements:</p> <p>Kusile Power Station.</p> <p>Kusile Power Station</p> <p>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Employer</i></p>
7	Title	<p>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.</p>
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	No additional Employer's risks
9	Termination	<p>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.</p>
10	Data for main Option clause	
A	Priced contract with activity schedule	<p>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</p>
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	<p>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</p>

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

12 Data for secondary Option clauses

X1	Price adjustment for inflation				
X1.1(a)	The <i>base date</i> for indices is		Date of Tender		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are: TBA		proportion	linked to index for	Index prepared by
	Priced offer, price adjustment-free for the first 12 months, but subject to price adjustment thereafter, provided the delay is not caused by the Contractor.				
			0. [•]	[•]	[•]
			0. [•]	[•]	[•]
			0. [•]	[•]	[•]
			0. [•]	[•]	[•]
			0. [•]	[•]	[•]
		[•]	non-adjustable		
Total	1.00				
X2	Changes in the law		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
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	Approval of Design	[3 Months after contract award•]
		2	Practical Completion	[10 Months after Contract award
		3	Final Takeover	[11 Months after Contract award•]
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	section	Description	Amount per day
		1	Approval of Design	0,5% Tender Price
		2	Practical Completion	1% of Tender Price
		3	Final Takeover	0.5% of Tender Price
	The total delay damages payable by the <i>Contractor</i> does not exceed:	10 percent of Contract Price		
X16	Retention (not used with Option F)			
X16.1	The <i>retention free amount</i> is	R Zero		
	The <i>retention percentage</i> is	10 percent		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.0 (Zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the deductibles relevant to the event		
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of <ul style="list-style-type: none">the total of the Prices at the Contract Date andthe 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) Five (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 inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
Z	The <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 *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.

1.2.1. 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	<u>Loss of or damage to property</u> <u>Employer's property</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance <u>Other property</u>

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

Z 13.2

Replace core clause 87 with the following:

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum 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.

1. Annexure A: One-in-ten-year-return *weather data* obtained from SA Weather Bureau for Kusile Power Station 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.

	<i>Weather measurement 10 Year Average 2013 - 2023</i>				
Month	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	99	4	No Data	0	N/A
February	71	2	No Data	0	N/A
March	47	1	No Data	0	N/A
April	41	2	No Data	0	N/A
May	13	0	No Data	0	N/A
June	2	0	No Data	0	N/A
July	0	0	No Data	0	N/A
August	0	0	No Data	0	N/A
September	9	0	No Data	0	N/A
October	43	1	No Data	0	N/A
November	110	4	No Data	0	N/A
December	148	4	No Data	0	N/A

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

1. Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

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

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

	Experience:	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled _____.	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is		
11.2(14)	The following matters will be included in the Risk Register		
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:		
31.1	The programme identified in the Contract Data is		
A	Priced contract with activity schedule		
11.2(20)	The <i>activity schedule</i> is in		
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
B	Priced contract with bill of quantities		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
C	Target contract with activity schedule		
11.2(20)	The <i>activity schedule</i> is in		
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
D	Target contract with bill of quantities		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
F	Management contract		
20.2	Work which the <i>Contractor's</i> will do himself is	Activity	price (lump sum or rate)
	Data for Schedules of Cost Components	Note "SCC" means Schedule of Cost Components starting on page 60, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).	

A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is	Minus %		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates. Please insert another schedule if foreign resources may also be used	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			
	If Option C, D or E is used	Data for Schedule of Cost Components		
23 in SCC	The listed items of Equipment purchased for work on this contract, with an on cost charge, are:	Equipment	Time related charge	Per (time period)
24 in SCC	The rates of special Equipment are:	Equipment	Size or capacity	Rate

44 in SCC	The percentage for Working Areas overheads is:	: %		
51 in SCC	The hourly rates for Defined Cost of manufacture or fabrication outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates Please insert another schedule if foreign resources may also be used	Category of employee	Hourly rate	
52 in SCC	The percentage for manufacture and fabrication overheads is			
	If Option C, D, or E is used	Data for both schedules of cost components		
61 in SCC & SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates. Please insert another schedule if foreign resources may also be used	Category of employee	Hourly rate	
62 in SCC & SSCC	The percentage for design overheads is			
63 in SCC & SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the <i>works</i> and Equipment done outside the Working Areas are:			
	If Option C, D or E is used	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is	%		

22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract

[Note to contract compiler:

Once it has been decided which securities are required for this contract delete from this file the ones not required, revise the notes below accordingly and delete this note.]

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Works Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Works Information.

Option X16: Retention (not used with Option F)

The *Contractor* may provide a Retention Money Guarantee in the form stated here. When the *Employer* receives and accepts a Retention Money Guarantee exactly in the form stated he will instruct the *Project Manager* not to assess any amount be retained in terms of secondary Option X16.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

1. Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs

Reference No. [●] *[Drafting Note: Bank reference number to be inserted]*

Performance Bond – Demand Guarantee: *[Drafting Note: Name of Contractor to be inserted]*

Project [] Contract Reference: *[Drafting Note: Contractor contract reference number to be inserted]*

1. In this Guarantee the following words and expressions shall have the following meanings:-

- 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
- 1.2 “Bank’s Address” - means [●]; *[Drafting Note: Bank’s physical address to be inserted]*
- 1.3 “Contract” – means the written agreement relating to the Project, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.] as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*
- 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Contractor to be inserted]*
- 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
- 1.6 “Expiry Date” - means the date on which the Defects Certificate is issued in terms of the Contract.
- 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
- 1.8 “Project” - means [insert if applicable.].

2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;
- 3.2 state the amount claimed (“the Demand Amount”);
- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in

the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
 - 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
 - 8.1 shall expire on the Expiry Date until which time it is irrevocable;
 - 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
 - 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

2. Pro forma Retention Money Guarantee (may be used when Option X16 applies)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings SOC Limited
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Bank reference number to be inserted]

Retention Money Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] : Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

In this Guarantee the following words and expressions shall have the following meanings:-

“Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]

“Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]

“Contract” – means the written agreement relating to the Project, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])

“Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]

“Eskom” - means Eskom Holdings SOC Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30

“Expiry Date” - means the date on which the Defects Certificate is issued in terms of the Contract.

“Guaranteed Sum” - means the sum of R [●] ([●] Rand); [Drafting Note: Insert amount of Retention Money Guarantee.].

“Project” - means the.....

At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:

be signed on behalf of Eskom by a director of Eskom or his authorised delegate.

state the amount claimed (“the Demand Amount”);

state that the Contractor has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract (and the nature of such defect(s)) alternatively that the Demand

Amount is payable to Eskom in the circumstances contemplated in the Contract.

Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

is and shall be absolute provided demand is made in terms of this bond in all circumstances; and

is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

The Bank's obligations in terms of this Guarantee:

shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed by the fact that a dispute may exist between Eskom and the Contractor.

Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.

Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.

This Guarantee:

shall expire on the Expiry Date until which time it is irrevocable;

is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;

shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

shall be regarded as a liquid document for the purpose of obtaining a court order; and

shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.

The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____ Bank's seal or stamp

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

3. Pro forma ASGI-SA Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

Eskom Holdings Limited
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Bank reference number to be inserted]

Pro-Forma ASGI-SA Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [●] [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-

- 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
- 1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]
- 1.3 "Contract" – means the written agreement relating to the Project, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 200[●] (Contract Reference No. [●] as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
- 1.4 "*Contractor*" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
- 1.5 "*Contractor's ASGI-SA Obligations*" – means the *Contractor's ASGI-SA Obligations* under and as defined in the Contract.
- 1.6 "*Employer*" - means Eskom Holdings Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/06.
- 1.7 "Expiry Date" - means the [●] day of [●] 200[●]; [Drafting Note: anticipated date of issue of ASGI-SA Performance Certificate to be inserted.]
- 1.8 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
- 1.9 "Project" – means the

2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer*, as security for the proper performance by the *Contractor* of the *Contractor's ASGI-SA Obligations* and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- 3.1 state the amount claimed ("the Demand Amount");
- 3.2 state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

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

- 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.

An activity schedule could have the following format:

Item No.	Programme Reference	Activity description	Price

C2.2 the *activity schedule*

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

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>	
	Total number of pages	47

C3.1: EMPLOYER'S WORKS INFORMATION

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1. Description of the works

1.1. Executive overview

Kusile Power Station has a fleet of vehicles consisting of petrol and diesel vehicles and require an on-site Fuel Filling Station with a Fuel Management System to provide fuel for these vehicles. Fleet vehicles to use the filling station be of minority use of trucks, tractors and forklifts. The Fuel Filling Station shall consist of two 30 000L approved non-flammable corrosion resistant underground tanks; one tank for 50ppm diesel and one tank for 95 octane unleaded petrol. Each tank is required to service two fuel dispensers.

The *Contractor* shall be responsible for the complete detailed design (where applicable), supply of materials, factory and site testing, transport to site, unloading from road or rail/ship, storage and preservation on site, supply of plant and earth moving equipment, construction and erection, quality control and management, testing, painting, finishing, commissioning, performance testing, training and handover of a complete, fully functional self-operated Fuel Filling Station.

The Fuel Filling Station shall be installed in accordance with SANS 10089-3 Part 3 - The installation, modification, and decommissioning of underground storage tanks, pumps/dispensers and pipework at service stations and consumer installations [40] , specified Eskom standards and relevant National Standards.

Each dispenser shall be fitted with one filling point per fuel type. The dispensers shall be capable of filling vehicles simultaneously. The fuel shall be offloaded at the on-site fuel off-loading bay via road tankers into the respective fuel tanks (off-loading system). There shall be one off-loading system for 50ppm diesel and one off-loading system for 95 octane unleaded petrol. The off-loading bay shall contain all the necessary off-loading piping, valves, fittings, filters and earthing to perform this operation efficient, safely and within environmental framework. The fuel dispensers and pumps (if required) shall transfer the fuel from the underground storage tanks (via necessary pipework) to the motor vehicles.

As illustrated in Figure 1, which outlines the proposed layout and location of the Fuel Filling Station in relation to adjacent buildings, the Contractor shall be responsible for the following:

- Preparation of all associated detailed designs for the facility.
- Determination of the position of underground storage tanks.
- Layout of the off-loading slab and Fuel Filling Station canopy, including dispenser locations.
- Design and construction of access roads linking the facility to existing station roads.
- Installation of a dirty drainage network with oil separator and tie-in to the existing dirty drain system.
- Positioning of the distribution board (DB) and provision of cable sleeves from the DB to the dispenser island.
- Provision and routing of compressed air supply interfacing points.
- Installation of fire protection systems.
- Installation of two potable water taps beneath the canopy.
- Provision of safety signage beneath the canopy.
- Installation of explosion-rated lighting (Ex-rated lights).
- Installation of an earthing mat and tie-in to the station earth grid
- Notes:
 - Use of filling station will be mainly for fleet vehicles with minority use of trucks, tractors and forklifts. (Heaviest vehicle will be 20 tons, with estimated length of 10m)

Refer to figure 1 below for indication of the proposed fuel filling station location.

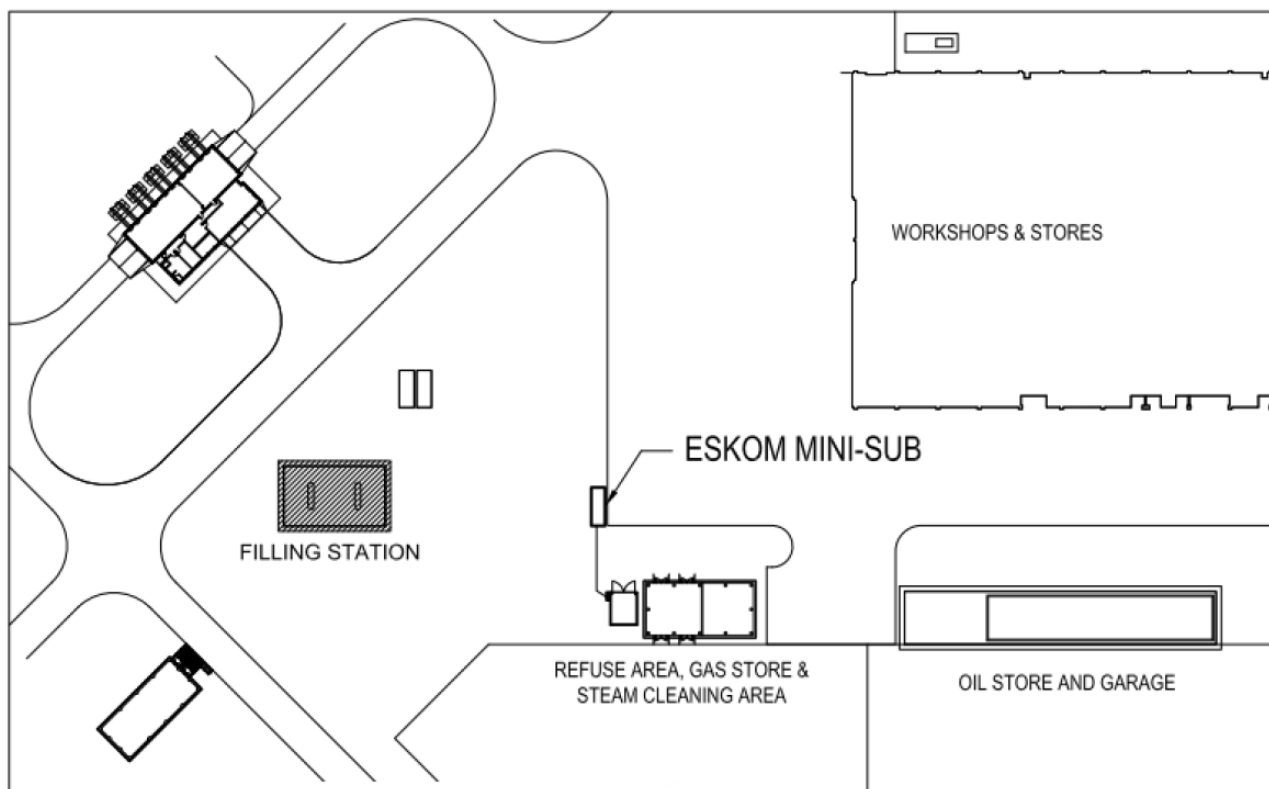


Figure 1: Fuel Station Overview

1.2. Employer's objectives and purpose of the works

The Employer's objective is to provide an on-site Fuel Filling Station with a Fuel Management System to provide fuel for the Kusile fleet which consist of petrol and diesel vehicles.

The Fuel Filling Station shall consist of two 30 000L approved non-flammable corrosion resistant underground tanks; one tank for 50ppm diesel and one tank for 95 octane unleaded petrol. Each tank is required to service two fuel dispensers.

For detailed information, please refer to 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2)

1.3. Interpretation and terminology

The following definitions, abbreviations, and roles and responsibilities are used in the Works Information.

For detailed information, please refer to 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2)

1.3.1. Definitions

Definition	Description
Automatic fuel nozzle	The fuel nozzle that automatically shut off when the vehicle/machinery tank being filled is full, preventing too much fuel from being dispensed and an overflow situation from occurring.
Automatic Tank Gauge	An Automatic Tank Gauge is a device that automatically measures the level of crude oil, LNG and petroleum products in storage tanks and raises an alarm when the level goes down or up the threshold limits. It operates electronically and keeping track of any leakages in the tank. When the upper limit of re-filling the tank is reached, it cuts off the supply from the inlet pipeline and intimates the operator on their human machine interface.

Detail Design	Process to develop and issue Approved for Construction documents and drawings in accordance with the Design Base, including Quality Control, Quality Assurance and Change Management.
Digital tyre inflator	Tyre inflating device which stops automatically once pre-set tyre pressure is reached.
Fuel Management System	Fuel Management system effectively monitors and manages the use of fuel.
Pipework	Pipes and fittings used for the conveyance of fuel, water, gases or other fluids.
Piping	Pipes, tubes or flexible pressure hose elements intended for the transport or distribution of any fluid.
Pump	A pump is a device that moves a fluid by mechanical action.
System	An integrated set of constituent pieces that are combined in an operational or support environment to accomplish a defined objective. These pieces include people, hardware, software, firmware, information, procedures, facilities, services and other support facets.
Valve	A device for shutting-off or controlling the flow of a fluid through a pipe or duct.

1.3.2. Abbreviations

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Approved Inspection Authority
C&I	Control and Instrumentation
DA	Design Authority
FL	Floor Level
HAZLOC	Hazardous Location Classification
IP	Ingress Protection
MDL	Master Document List
OEM	Original Equipment Manufacturer
RACI	Responsibility, Accountability, Consult and Inform
SANS	South African National Standards
SHE	Safety, Health & Environmental
VDSS	Vendor Document Submittal Schedule

1.3.3. Roles and Responsibilities

The following roles and responsibilities are used in this Works Information:

Role	Responsibility
Contractor	The contractor is responsible for executing the design for construction. The Contractor can perform both roles as Design Authority (DA) and Contractor or appoints a DA.
Design Authority	The DA shall be responsible for <ul style="list-style-type: none"> Developing the design as per requirements provided by the employer and ensuring that the design output documents accurately reflect the design basis. Design control and ultimate technical adequacy of the design process. Important to note that the professional accountability rest with the DA. The DA also remains responsible and accountable for the correctness of the design documents, irrespective of whether these documents have been reviewed by Eskom or not.
Employer	The employer refers to Eskom. Also known as the Client.
Engineer	Refers to the Eskom Engineer and assures that the technical integrity of a fully functional and operational plant meets the user requirement and Eskom Engineering expectations and requirements. This individual is responsible to review design documentation, construction- and commissioning activities and ensures that all handover requirements have been met.
Project Manager	The Project Manager shall be responsible for; <ul style="list-style-type: none"> Ensuring that this Technical Specification is executed Executing their responsibilities and powers as delegated on the contractual relationship

2. Management and start up.

2.1. Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Project Progress Meetings	Weekly or as required determined by rate of progress	Kusile Power Station	Project Manager, Supervisor, Lead Engineer, Contractor and Others as required.
Quality/ Technical Meetings	Weekly, Time to be confirmed	Kusile Power Station	Supervisor, Quality Officers, Lead Engineer, Contractor, and Others as required.
Health, Safety and Environmental Meetings	Weekly, Time to be Confirmed	Kusile Power Station	Supervisor, SHE Officers, Contractor

			and Others as required.
Project Risk Meetings	Every 2 weeks	Kusile Power Station	Project Manager, Project Administrator, Supervisor, Risk Officer, Contractor and Others as required.
Commercial Meetings	Monthly prior to assessment period	Kusile Power Station	Project Manager, Supervisor, Finance /QS, Contractor and Others as required.
Planning and Scheduling Meetings	Weekly	Kusile Power Station	Supervisor, Planner, Contractor and Others as required.
Overall Contract Progress and Feedback Meetings	Monthly on / or before last Thursday of the month	Kusile Power Station	Project Manager, Supervisor, Lead Engineer, Finance /QS, Contractor, and Others as required.

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

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

The *Contractor* shall comply with the above, and the criteria and constraints as stipulated in the Employer Policies & Procedures Rev 4_0121 Part 3 Annexure X.2 - Programme, Progress Reporting & Meeting Requirements in this Works Information.

2.2. Documentation control

The documentation requirements cover the various engineering stages, from the design stage through fabrication, installation, testing and commissioning and most importantly for the operating, maintenance and training stage of the project. The *Contractor* ensures that the Technical Documents and Records Management Work Instruction (240-76992014) is used for any documentation requirements.

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

2.2.1. Document Identification

The *Contractor* ensures that a document has the following minimum attribute on the cover page:

- Title of the document
- Document Unique Identification number (Eskom number)
- *Contractor* Document number, if applicable
- Document status
- Revision number
- Document Type
- Document security level
- Document revision table/history
- Page number on the footer
- Document Author/Authoriser/

- Document Originator *Contractor*

The following additional attributes are important for technical documents:

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

Format and Layout of Documents

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

Layout and Typography

Every document should comply with the following font specifications:

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

Document Headers

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

Naming of files

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

For documents that have approval date and signature

- (YYYYMMDD_DocType_DocumentTitle_UniqueIdentifier_Revision.FileExtension)

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

- (YYYYMMDD_DocType_DocumentTitle_UniqueIdentifier_Revision.FileExtension)

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

Document Submission

- The *Contractor* engineering program to allow a minimum of 21 days for mailing, processing, and review of drawings and data by *Employer*. The *Contractor* is responsible for the compilation and the supply of all the documentation required during the various project stages and to provide the documentation programmed to link with the milestone dates. Documentation and drawings are programmed for delivery to meet the milestone dates and in accordance with the agreed VDSS (**Error! Reference source not found.**). The VDSS is revisable, and changes shall be discussed and agreed upon by all parties and properly documented.
- *Contractor* documents submittals are provided in accordance with the Vendor Document Submittal Schedule (VDSS) which is included in Appendix 12.3**Error! Reference source not found.**. The VDSS to indicate the format of documents to be submitted. The *Employer* is responsible for the

management of the schedule i.e. to create a document register that shall be used to track submission progress of documentation by the *Contractor* as per the committed dates on the VDSS.

- *Contractor* documents all documentation that will be sent to the *Employer* in the Master Document List (MDL) as provided by the *Employer***Error! Reference source not found.** All documentation, including reports, manuals, etc. is in the English language.
- If the *Contractor* makes further changes to the equipment and materials shown on submittals that have been reviewed by the *Employer*, the changes will be clearly marked on the submittal by the *Contractor* and the submittal process will be repeated. If changes are made by *Contractor* after delivery to the Plant, as-built drawings indicating the changes would be prepared by *Contractor* and submitted to *Employer* for review. Any resubmittal of information to clearly identify the revisions by footnote or by a form of back-circle, with revision block update, as appropriate.

Transmittals

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

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

If a transmittal is in response to an Eskom communication via transmittal, the Eskom Transmittal Number will be referenced in the transmittal response and will be provided in addition to the meta-data requirement above.

The *Contractor* to follow a structured and standard definition for Transmittal Descriptions, i.e. subject line convention of **YYYYMMDD – <Contract & Package Number> – <Vendor> – <Short Description> – <Sender Initials>**.

The *Contractor* to follow a structured method of communication as defined within Communication Interface Memorandum (CIM) for any correspondence

The *Contractor* to follow a structured and standard definition for email subjects i.e. a subject line convention of **YYYYMMDD – < Package File Number> – > – <Email Subject line>**.

The *Contractor* to select the purpose for transmittal in line with the standard Eskom Selection Criteria:

- Issued for Approval
- Issued for Award
- Issued for Basic Design
- Issued for Commissioning
- Issued for Concept Design
- Issued for Consideration
- Issued for Construction
- Issued for Detail Design

- Issued for Document Review
- Issued for Handover
- Issued for Information
- Issued for Installation
- Issued for Manufacturing
- Issued for Procurement
- Issued for Review
- Issued for Tender

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

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

In case of email submission, the Contractor should note that if a single file to be transmitted is over 20MB in size, then the document shall be uploaded on Zendto portal.

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

The hard copy prints are to be submitted to the address indicated for Technical Documents in the Supplementary Terms and Conditions of this Contract. The following number of prints is submitted unless otherwise indicated in the Schedule of Submittals:

Submittal Description	Copies Required
Performance Curves	2
Design Data	2
Test and Inspection Data	2
Drawings	2

The *Contractor* submits documentation to the *Employer* as well as the Project's Documentation Centre in the following media:

- Electronic copies can be submitted to Eskom Documentation Centre through generic email address agreed to by the project. Electronic copies large for email will be delivered on external drives/USBs, large file transfer protocol and/or hard drives to the Project Documentation Centre. A notification email, with the transmittal note attached, shall be sent to the project generic email address. The *Employer* will be copied on the email as well.
- Hard copies would be submitted to the *Employer* accompanied by the Transmittal Note.

Drawings

The creation, issuing and control of all Engineering Drawings will be in accordance to the latest revision of 240-86973501 (Engineering Drawing Standards – Common Requirements) to be supplied as part of the enquiry documents. All drawings must be issued to Eskom in both native CADD format and PDF format as per 240-86973501 (Engineering Drawing Standards – Common Requirements).

Drawings shall be in sufficient detail to indicate the kind, size, arrangement, component weight, breakdown for shipment, and operation of component materials and devices; the external connections, anchorages, and supports required; the dimensions needed for installation and correlation with other materials and equipment; and the information specifically requested in the Schedule of Submittals.

Contractor to fully complete and certify drawings for compliance with the Contract requirements. Drawings to have title block entries that clearly indicate the drawing is certified.

Each submitted drawing to be project unique and clearly marked with the name of the project, unit designation, *Employer's* Contract title, *Employer's* Contract file number, project equipment or structure nomenclature, component identification numbers, and *Employer's* name. Equipment, instrumentation, and other components requiring Engineer-assigned identification tag numbers must be clearly identified on the drawings. If standard drawings are submitted, the applicable equipment and devices furnished for the project would be clearly marked.

Transmittal letters to identify which Schedule of Submittals item (by item number) is satisfied by each drawing or group of drawings. The transmittal letter to include the manufacturer's drawing number, revision number, and title for each drawing attached. Each drawing title to be unique and be descriptive of the specific drawing content. Transmittal letters for resubmitted drawings to include the *Employer's* drawing numbers.

The *Contractor* includes the *Employer's* drawing number in the drawing title block. This requirement only applies to design drawings developed by the *Contractor* and his Subcontractors. It does not apply to drawings developed by manufacturers for equipment and material such as valves, instruments, etc. Drawing numbers will be assigned by the *Employer* as drawings are developed.

The project name to be listed on all drawings, including manufacturers' drawings. Tag numbers and equipment names to be listed on all manufacturers' drawings. A separate sheet may be attached to the submittal if needed to adequately list all tag numbers associated with the drawings such as valves or instruments which may have numerous tag numbers associated with it.

The language of all documentation would be in the English language. The units of measure to be metric. The *Contractor* retains project design calculations and information for the entire life cycle of the plant and provides these to the *Employer* on prior written notice at any time notwithstanding the expiry or termination of the contract.

Drawing Submittal

All documents and records management will be performed according to Project/Plant Specific Documents and Records Process. Any uncertainty regarding this should be clarified with the *Employer*. The *Contractor* to comply with all minimum document metadata as specified in Technical Documentation Classification and Designation Standard (240-54179170).

The *Contractor* is to use Smartplant Owner Operator (SPO) for documents and records management. The *Contractor* is to submit electronic copies of the documents using a fully secure web-based solution providing carefully controlled access to appropriate project information for authorized personnel. All electronic design data and documents shall be in such a form which will enable importing such data, documents and drawings, including 3-dimensional drawings, seamlessly into the Intergraph SPF (Smart Plant Foundation) system. Hard copy submittals will only be required for the IOM Manuals and final as-built submittals.

Transmittal letters would be provided with each document submittal. The transmittal letter to include the *Contractor* drawing number, revision number, and title for each drawing attached. Each drawing title is to be unique and descriptive of the specific drawing content.

Catalog pages are not acceptable, except as drawings for standard non engineered products and when the catalog pages provide all dimensional data, all external termination data, and mounting data. The catalog page to be submitted with a typed cover page clearly indicating the name of the project, unit designation, specification title, specification number, component identification numbers, model number, *Contractor* drawing number, and *Employer's* name. Drawings to be submitted with all numerical values in metric units.

Information Requirements

The *Employer* requires drawings, documentation, plans, information and data (collectively "Information") from the *Contractor* for two fundamental purposes; namely for the management and execution of the Contract and for the operation, maintenance and support of the *Works* during its entire operational phase until disposal and decommissioning.

The *Contractor* to, during the progress of and upon completion of the *Works*, supply the Information required in terms of the Contract and all such Information as may usually be supplied in connection with similar *Works*, including, whether or not specified in the Contract, all Information necessary or useful for:

1. Design reviews and the interface management of the *Works* with the Project works;
2. Quality assurance and control; and
3. The operation, maintenance, support, inspection, integrity management, training and technical optimization of the *Works*, over the lifecycle thereof.

The scope of supply of Information from the *Contractor* to include drawings, documents, lists and data according to the types defined in **Error! Reference source not found.**4 as referred to in the Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) - Under section 12.6.1.7 Drawings, Subsection; Information Requirements.

In addition to the official documentation submittals, the *Contractor* is to provide additional information for review and design coordination as requested by the *Employer* from time to time.

The *Contractor* to use the *Employer's* SmartPlant Environment and all design tools as the delivery mechanism for all project data and document deliverables. The EDMS and design tools will be provided to the *Contractor* pre-configured based on *Employer's* data handover requirements. Any project data and document deliverables not generated from design tools provided by the *Employer* shall be supplied in a format specified by the *Employer*.

The *Employer* reviews the *Contractor's* submitted documents. The *Contractor* ensures adherence to the contract and that a technically sound design approach is incorporated. Specific information required from the *Contractor* during tender phase and as part of the *Works* is as set-out in the VDSS, in Appendix 12.3**Error! Reference source not found.**.. Each document submitted to the *Employer* requires a transmittal note (refer to *Employer's* template 240-71448626 for minimum metadata requirements) from the *Contractor*. The *Contractor* includes interpretation of results in every report compiled. All project documents shall be submitted to the *Employer* in accordance with Project / Plant Specific Technical Documents and Records Management Work Instruction (240-76992014). The *Contractor* is required to submit documents in electronic and hard copies and both copies must be delivered to the *Employer* with a transmittal note.

Documentation Recording

The *Contractor* develops, document and maintain the Master Document List (MDL) with all the required metadata which will be submitted to the *Employer* in the monthly basis for tracking purposes irrespective of whether there are updates or not. The MDL to include a list of drawings and documents and shall contain the following minimum information for each document:

- Date of submission
 - Transmittal number
 - Transmittal title
 - Document description
- I. Document number (both *Contractor* and *Employer*)
- Document Type
 - Revision number
 - Document Approval Status
 - Document Authorisation Status (i.e. Accepted with Comments, Rejected, Accepted)
 - Transmittal Reason for Issue

In addition, the *Contractor* to adhere to the following standards:

- Project / Plant Specific Technical Documents and Records Management Procedure (240-53114186).
- SmartPlant for Owner Operators (SPO) Documentation Metadata Standard (240-58552870)
- SmartPlant Data Take-On Standard (240-107305502)

Documentation Requirements

All documents supplied by the *Contractor* are subject to *Employer's* approval. For consistency, it is important that all documents used within the project follow the same layout, style and formatting as described in the Technical Documents and Records Management Work Instruction (240-76992014). Documents such as QCP's, Method Statements and other documents impacting the work are approved by the *Employer* at least 3 working days prior to commencement of the *Works*.

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

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

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

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

Refer to Part 3 Annexure X.3 – Document Management & Communication of the Employer Policies and Procedures, Rev 4_0121, as well Scope of Work document - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) for detailed information on document management requirements.

2.3. Health and safety risk management

In addition to the requirements of the laws governing health and safety, The *Contractor* shall comply with safety regulations specified in SANS 10089-3 Part 3 - The installation, modification, and decommissioning of underground storage tanks, pumps/dispensers and pipework at service stations and consumer installations as well as the Occupational Health and Safety Act.

Eskom is committed to safeguarding its contractors (principal contractors, appointed contractors, suppliers, vendors, service providers and consultants) and the environment against undesired exposure to its operations, which is in line with its Safety, Health, Environmental and Quality Policy. Therefore, as an organisation, processes have to be in place to identify all possible practical occupational health and safety risks to which contractors are exposed and to take the appropriate measures that are necessary to prevent any incidents, injuries or environmental damage resulting from accidental exposure.

Contractors have the crucial responsibility for executing work safely on a site or project, including taking measures to ensure contractor health, safety and environment during their activities/services to prevent any injury to employees and/or other people and members of the public, or damage to the environment. Each contractor is responsible for ensuring that its employees and the employees of any appointed contractors comply with all the applicable occupational health and safety legislative requirements and the policies and procedures of Eskom.

The minimum safety requirements for this contract include but not limited to the following:

- Risk assessment
- Acknowledgement of Eskom's rules & requirements
- Health and Safety Plan
- Valid Letter of Good Standing

- SHE policy

The *Contractor* shall comply with the Occupational Health and Safety Act 85 of 1993 and its regulations as well as Kusile Site requirements contained in relevant Annexures of the Employer Policies and Procedures and shall refer to the following normative and informative documents for SHE related requirements:

- 32-727: Safety, Health, Environment and Quality Policy
- 240-62196227: Life-saving Rules Standard
- 240-126456962: Waste Management Plan
- 240-62946386 Vehicle & Driver Safety Management Procedure
- 32-37 Substance Abuse
- 32-124 Eskom Fire Risk Management
- 32-136 Contractor Health and Safety Requirements
- 32-95 Eskom Environmental, Occupational Health and Safety Incident Management procedure
- 32-93 Eskom Vehicle and Driver Safety Management
- 240-43848327 Employees' right of refusal to work in an unsafe situation
- 32-418: Working from Heights Procedure
- 32-520: Procedure Manual for Performing Occupational Health and Safety Management and Environmental Management: Conducting EH&S Risk Assessment
- 32-123: Emergency Planning
- 32-407 Behaviour Safety Observation Procedure
- 32-726: SHE Requirements for the Eskom Commercial Process
- 39-98: Safe use of Lifting Machines and Lifting Tackle
- ISO 45001: Health and Safety Management Systems-Requirements
- ISO 9001: 2015 Quality Management Systems- Requirements
- ISO 14001:2015 Environmental Management Systems Specification with guidance for use
- All remaining sections of Section 4, Employees Policies and Procedures of the Contract
- Relevant SANS codes
- 32-1134 Access Control at Eskom Premises
- 32-524 Developing a SHE Specification
- Kusile SHEQ statement of commitment
- All relevant South African legislation-provincial, municipal by-laws

The *Employer* has additional requirements particular to the works and the Working Areas for this contract. The following requirements shall be met.

- Annexure B (Acknowledgement of Health and Safety Rules)- To be signed
- OHS plan (Must address the scope of work OHS risk(s) and aligned with the health and safety specification or requirements)
- Costing for Health and Safety management (must submit detailed costing for SHE -the cost should be broken down not provided as a lump sum). The costing must be based on the overall scope of work/service to be performed.
- Baseline Risk Assessment (BRA): Identification, assessment, and management of OHS risks related to the scope of work. The methodology and applicable risk matrix used for the risk assessment must be provided together with the BRA
- Valid Letter of Good Standing (COIDA or equivalent)
- OHS policy signed by CEO (The submitted policy document must comply to OHS Act Section 7)
- OHS Competency (Consider scope of work, risks, SHE plan and applicability) CV's and qualifications/certificates such as SACPCMP registration, Incident Investigator, First aider, Risk Assessor.

Furthermore, the Contractor is referred to the attached documents.

- 240-143052367- Kusile SHE Specification Rev 8
- Part 3, Annexure X.9 – Employer's Health, Safety and Environmental Requirements Schedule Rev 4_0121

The Contractor shall ensure compliance with the requirements as stated and make sure that whatever is included in the annexures follows on from Core Clause 27.4 together with Z7 in the additional conditions of contract.

2.4. Environmental constraints and management

Environmental management is concerned not only with the results of the Contractor's operations to carry out the Works but also, and most importantly, with the manner in which his operations are carried out. It is thus a requirement that the Contractor shall comply with the environmental requirements on an ongoing basis. The Contractor shall take full responsibility for protecting the natural environment and eliminating or minimising the negative impacts of construction on the environment during construction. The Contractor shall prevent or limit the occurrence of accidents which may cause damage to the environment, prevent or limit the consequences of such accidents and shall return the environment to a state as close as possible to its condition prior to any such accident occurring.

Nothing specified herein shall relieve the Contractor of any obligations or responsibilities in this regard. The requirements of the Environmental Specification apply to all areas under the Contractor's control, including but not limited to the Working Area, all borrow pits, the construction camp and offices, all access/ haul routes and all labour accommodation areas.

Environmental Requirements:

- Qualified Environmental Officer with Environmental Science / Management degree / diploma.
- Environmental Officer should have a minimum of 2 years relevant experience on Environmental Management.
- Environmental Management Plan which will cover environmental aspects in line with the scope of works. This EMP must be submitted and approved before the contractor start with any works.
- Relevant Method Statements in line with Environmental Management Plan - Standard Environmental Specification, Record of Decision (RoD), Safety, Health and Environment Specification
- Environmental Policy signed by the company CEO
- Aspect and Impact Register in line with the works. SHEQ documents are attached.

The *Contractor* shall comply with the environmental criteria and constraints stated in the Annexure F1 of the Employers' Policies and Procedures, Environmental Management Plan Rev 4_0121 Part 3 Annexure X.10 as part of this Works Information as well as 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2).

The Contractor shall refer to the following normative and informative documents for SHE related requirements:

- 32-727: Safety, Health, Environment and Quality Policy
- 240-126456962: Waste Management Plan
- 32-95 Eskom Environmental, Occupational Health and Safety Incident Management procedure
- 32-520: Procedure Manual for Performing Occupational Health and Safety Management and Environmental Management: Conducting EH&S Risk Assessment
- 240-133087117 Environmental Incident Management Procedure
- 32-726: SHE Requirements for the Eskom Commercial Process
- ISO 14001:2015 Environmental Management Systems Specification with guidance for use
- All remaining sections of Section 4, Employees Policies and Procedures of the Contract
- Relevant SANS codes
- 32-524 Developing a SHE Specification
- Kusile SHEQ statement of commitment
- National Environmental Management Act No 107 of 1998
- National Environmental Management Waste Act 59 of 2008
- All relevant South African legislation-provincial, municipal by-laws

2.5. Quality assurance requirements

Overview

- 1) The fundamental objective of the set of quality requirements stated within this contract is to ensure that the Contractor produces goods/products/services that the Employer are wholly satisfied with whilst ensuring that work is done right the first time. To achieve this, the Contractor shall ensure that three approaches are taken. These are as follows:
 - a) Ensuring that the Contractors Quality Management System (QMS) is set up and maintained
 - b) Quality Assurance
 - c) Quality Control

These are broad areas each with numerous requirements.

- 2) The Contractor shall comply with all requirements specified in the Eskom standard, 240-10565800 "Supplier Quality Management: Specification". It is of utmost importance that this standard be complied with.

Codes, standards and documents to be complied with

The Contractor shall comply with the following documents as well as all documents referenced therein:

- 240-105658000 "Supplier Quality Management: Specification" (QM 58)
- ISO9001:2015 "Quality Management Systems – Requirements" (Take note that the level of compliance to this standard are determined by document 240-105658000 "Supplier Quality Management: Specification" (QM 58) above and section 1.3 below)
- ISO10006:2003 "Quality Management Systems – Guidelines for Quality Management in Projects"
- 240-132155951 "Kusile Project RFI/PA001 Process"
- 240-150475305 "Kusile Defects Management Process Work Instruction"
- 240-132156363 "Kusile NC Process"
- 240-43921898 "Kusile Project Audit Process Flow"
- 240-134232676 "Data book Review and Final Submission Process"
- ISO 10005 – Quality Management – Guidelines for Quality Plan
- 240-56246601 "Personnel and Entities Performing Welding Related Special Processes on Eskom Plant"
- 240-83539994 "Standard for Non-Destructive Testing (NDT) on Eskom Plant"

Quality Management System Requirements

- 1) The Contractor shall ensure that a Quality Management System is setup and fully maintained during the entire duration of the contract. The Contractor shall submit a copy of the latest ISO 9001 certificate or certificate applicable. The QMS shall comply with the latest ISO 9001 standard or any applicable certificate of quality management system (latest applicable revision) and the Contractor shall comply with the requirements of 240-105658000 "Supplier Quality Management: Specification". Compliance to Category 1 requirements is mandatory. The following documents (approved copies) shall be submitted:
 - a) The Contractor shall submit the latest copy of an internal and external management system audit reports. The audit reports must include, if applicable, nonconformity identified, and the resulting remedial actions (correction and/ or preventative action reports).
 - b) The Contractor shall submit a draft contract quality plan that is specific to the scope of work as described in the tender documents. The plan must address the minimum requirements as per ISO 10005.

- c) The Contractor shall submit an example of an inspection and test plan (ITP) or quality control plan (QCP) on similar and/ or previous work done. The plan must address the minimum requirements as per ISO 10005.
 - d) Documented information for Control of Externally Provided Processes, Products and Services Processes, Products and Services
 - e) Information for roles, responsibilities and authorities
- 2) The Quality Management System shall drive the Contractor's business management processes to ensure that all of the Employers requirements are fully met on a consistent basis.
 - 3) The Contractor shall comply with all requirements specified in section 3.1 of the Supplier Quality Management Specification.
 - 4) The Employer has the right to conduct formal audits on any or all parts of the Contractor's Quality Management System as well as any documentation, materials, or equipment associated with the work, at any time and at any project work location.
 - 5) The Employer also has the right to carry out assessments and audits on the Contractor's sub-contractors at planned intervals.
 - 6) Should the Employer is dissatisfied with the Contractor's work for any reason, the Employer has the right to conduct additional audits of the Contractor.
 - 7) The Contractor shall address all audit findings to the satisfaction of the Employer within a time frame acceptable to the Employer.

Quality Assurance Requirements

- 1) The Contractor shall ensure that Quality Assurance is performed at all levels and phases of work carried out for the Employer.
- 2) The Contractor shall use processes to ensure that quality is built into their products/services i.e. its business processes are organized such that quality is built into the process of producing goods and rendering services.
- 3) The Contractor shall ensure that it can be relied on to deliver quality goods and services without the need for the Employer to have to inspect all the time.
- 4) The Contractor shall provide a proposed Quality Table of Payments (Quality Payment Schedule) showing the relationships between Bill of Quantities/Activity Schedule Items, Client Acknowledged Programme Items, Inspection & Test Plans/Quality Control Plans (ITPs/QCPs), Sign off by the Employer's Quality department and proposed Payment (Invoices/Certificates) which will attest to the works having been done to required quality. This table shall be reviewed, Employer comments addressed by the Contractor and approved by the Employer within 30 days of contract award.
- 5) The Contractor shall keep the Quality Table of Payments (Quality Payment Schedule) updated with progressive Employer sign-off (as the work is done and payments applications are submitted) and it shall accompany all payment applications (invoices). The Contractor shall attach the signed (or partially signed if applicable) ITPs/QCPs to the payment application. Payment will only be made if the ITPs/QCPs are signed.

Quality Control Requirements

- 1) Quality Control is a product-oriented set of activities for ensuring quality in products/services. These activities focus on inspection and identifying defects before these reach the Employer.
- 2) The Contractor shall ensure that Quality Control is performed at all levels and phases of work carried out for the Employer.
- 3) The Contractor shall comply with all requirements specified in section 3.4 of the Supplier Quality Management Specification [1].
- 4) The Contractor shall complete a Quality Control Plan (QCP) and Inspections and Test Plan (ITP) before contract award. This shall be reviewed and signed off by the Employer within 30 days after contract award.
- 5) The Contractor shall submit the following documents within 30 days after the contract date, prior to the commencement of work, for acceptance by the Employer:
- 6) QCPs and ITPs for review and acceptance by Eskom prior to the commencement of any work, inclusive of subcontracted work, within 30 days after contract award.

- 7) The sub- contractor QCPs and ITPs shall be submitted for review and comment by the Contractor and by the Employer within 30 days after the award of the tender. All Contractor and Employer comments shall be resolved prior to commencing work.
- 8) The QCPs and ITPs show each activity/requirement of the Works Information.
- 9) Data book index for acceptance by the Employer.
- 10) Note: these documents are to be compiled in line with Eskom's requirements and will have to be discussed with and approved by the Employer prior to any work commencing.
- 11) The project programme shall show all quality intervention points such as witness, hold, verification, surveillances and review points. These shall be updated if changes are made to the programme.
- 12) The Contractor shall make use of the Kusile Project RFI/PA001 Process to request the Employers personnel to perform inspections. The Contractor shall ensure that all inspections have been "Passed" by their in-house quality control representative prior to requesting the Employers personnel to perform any inspection.
- 13) In the event of poor quality, re-work or incidents where products inspected by the Employer fail to meet requirements, the Contractor shall receive a Non-conformance (NCR) if deemed so by the Employer. The Contractor shall be liable for the Employers costs of re-inspection as well as be liable to pay penalties as specified in this contract.

Inspections

- 1) The Contractor shall be responsible for the inspection of all the Works that is performed and the Employer only verifies that the Works is acceptable.
- 2) The Contractor conducts all inspections in accordance with the accepted QCP / ITP.
- 3) The Contractor provides suitably qualified personnel to conduct on-and-offsite inspections
- 4) The Contractor ensures that all Works are inspected and approved before the Employer is invited for the inspections.
- 5) The Contractor shall submit the results of their internal/in-house inspection when sending the RFI to the Employer. Failure of the Contractor to perform adequate internal/in-house inspections shall result in NCRs and would necessitate the Contractor replacing their Quality Control personnel.
- 6) The Contractor provides a minimum of 5 working days' notice for local inspections (onsite and offsite) and 21 working days' notice for foreign inspections. The notice contains copies of the Contractor's inspection reports.
- 7) For onsite inspections, the Contractor shall send a Request for Inspection (RFI) reminder 4 hours prior to the inspection so that the Quality Department may mobilise to perform the inspection. This shall be done via the Communication Interface Memorandum. This is over and above the aforementioned 5 working days' notice period.
- 8) The Contractor shall provide all tools and equipment required by the Employer's inspectors/Quality Controllers to perform any verification during the inspection for example measuring equipment etc.
- 9) The Contractor shall plan their work to ensure that no inspection is scheduled to start later than 15h30. This prevents Contractor and Employer personnel from rushing or hurrying to complete inspections in order to knock off work.

Quality Plan

- 1) The Contractor shall submit a Quality Plan within 30 days of contract award for acceptance by the Employer.
- 2) The Contractor shall comply with all requirements specified in sections 3.2, 3.3 and 3.4 of the Supplier Quality Management Specification.
- 3) The Contractor shall submit a detailed contract organogram showing the quality personnel to be used in the Contract. The Contractor shall provide CVs of the quality management employees who will be responsible for quality on site.

Quality Documentation Requirements

- 1) For all products and services, the Contractor shall submit the following quality documents as a minimum:
 - a) Data book Index

- b) Method statement (describing how work will be executed)
 - c) Equipment list
 - d) Drawings
 - e) ITPs, QCPs and check sheets
 - f) Inspection notifications accompanied by their inspection report
 - g) Updated onsite, off site and offshore inspection schedules
 - h) Inspection and or factory acceptance test dates as applicable
 - i) Inspections completed / outstanding.
 - j) Inspection and test reports
 - k) Weekly and monthly contract quality progress report
 - l) Materials used
 - m) Material certificates
 - n) Data sheets
 - o) Equipment list
 - p) Welding documents (if applicable) include Welding Procedure Specification (WPS), Procedure Qualification Record (PQR), welder qualifications, Welding Procedure Qualification Record (WPQR), welding consumables and all other documents required by relevant welding standards
 - q) Quality Plan (as earlier described)
 - r) Non-conformance and Defects registers and reports
- 2) The Contractor shall submit data books for all work for acceptance by the Employer if applicable. These are defined as follows:
- H1 – Fabrication
 - H2 – Construction
 - H3 - Commissioning
- 3) The Contractor shall submit data books in accordance with the Employers requirements. The Employers requirements vary depending on the type of component or system hence the Contractor shall modify the data books to meet the requirements of the Employer.
- 4) The Contractor shall submit 2 hard copies of data books and one software copy (on a DVD/CD).
- 5) Components may only be released for delivery to site once the H1 data book(s) has been accepted by the Employer if applicable.
- 6) Commissioning may only commence once the H2 data book(s) has been accepted by the Employer if applicable.
- 7) The Contractor shall ensure that all data book(s) have been submitted to and accepted by the Employer as per the Employers requirements and meet the time frames specified by the Employer.
- 8) Failure of the Contractor to submit data book(s) and obtain the Employer's approval at 100 % work completion shall affect payment.
- 9) Failure of the Contractor to submit H1 data book(s) and obtain the Employer's approval prior to construction will affect payment.
- 10) Failure of the Contractor to submit H2 data book(s) and obtain the Employer's approval prior to Commissioning will affect payment.
- 11) Failure of the Contractor to submit H3 data book(s) and obtain the Employer's approval prior to takeover will affect payment.
- 12) Failure of the Contractor to submit all data book(s) and obtain the Employer's approval will prevent take-over of the Works by the Employer.
- 13) The Employer has 21 days to review a data book from the time the Contractor transmits the data book to the document controller until feedback is received.
- 14) The Contractor shall specify the review status and discipline on the transmittal when transmitting data books to the Employers Doc control.
- 15) The Employer shall only take handover subject to meeting and Employer approval of all quality requirements and three copies of the data books accepted by the Employer respectively.

Contract Execution

- 1) Correspondence shall be directed to the Project Manager, and periodic quality review meetings shall be convened by Project Manager with the Contractor.
- 2) The mandatory quality review meetings are to be convened by the nominated project quality manager or his/her representative for the Contractor.
- 3) Quality Management employee's responsibilities shall include but are not limited to the following:
 - a) Implementation of the QMS on site
 - b) Administration of QA/QC systems on site
 - c) Verification of approval status of Subcontractor's QCP and procedures
 - d) On-and -offsite inspections
 - e) Co-ordination, inspection and verification of the *Employer's* intervention points
 - f) Review of *Contractor* testing and inspection documents (procedures, test results)
 - g) Weekly and monthly progress reporting on quality performance
- 4) The Contractor shall comply with section 5 of the Supplier Quality Management Specification.
- 5) Monthly quality performance and management reports shall be prepared by the Contractor during contract execution. The content of these reports shall be agreed by the Employer when submitted to the Employer on a monthly basis.

Quality Reporting

- 1) The Contractor shall submit a monthly quality report, on the last working day of the month. The report includes but not limited to the following:
 - a) A register of NCRs and defects
 - b) Updated QCP / ITP register
 - c) QA monthly report summary
 - d) Planned and completed local and foreign inspection dates
 - e) Completed and outstanding Inspections
 - f) Audit findings report

Supplier Quality Performance Monitoring Phase

- 1) During the contract execution phase, the Contractor shall be monitored by the Employer for performance on quality-related aspects. The outcomes of such monitoring will enable the Employer to take any appropriate actions pertaining to the Contractor.
- 2) The monitoring shall be carried out periodically by the Employer or at predetermined intervals during the execution of a contract.
- 3) The monitored key performance areas include the following:
 - a) Quality
 - b) Delivery
 - c) Design
 - d) Cost
 - e) Management system
- 4) Subsequent key performance indicators associated with these areas will include the following:
 - a) Nonconformity monitoring
 - b) Audit and assessment evaluation scoring
 - c) Management system compliance and accreditation
 - d) Achievement of delivery targets as per contractual agreements
 - e) Process improvements
 - f) Corrective and preventive action response and closure

Preservation, Shipping and Transportation to be Addressed

- 1) The Contractor is responsible for ensuring that all products are preserved in their appropriate manner as described in their specifications or in Eskom preservation, shipping and transportation procedures as applicable.
- 2) The Contractor shall submit the preservation, shipping and transportation procedures to the Employer for review and acceptance.
- 3) The Employer may choose to witness the packaging, loading and offloading of the products depending on their criticality, this will be indicated in the intervention points on the QCP / ITP document.
- 4) The Contractor shall ensure that all storage requirements for products are properly implemented to preserve the products against adverse conditions, deterioration, damages, etc. Storage and preservation procedures for the different products must be submitted to the Employer for review and acceptance.
- 5) The Employer may request to inspect the stored products at any given point during the storage period of the product.
- 6) Requirements for preservation, shipping and transportation are addressed in 240-105658000

General Quality Requirements

- 1) The Contractor shall comply with all requirements specified in section 6 of the Supplier Quality Management Specification.
- 2) All documents shall be approved by the Employer. If the Employer is dissatisfied with a document then it is the Contractors responsibility to ensure that the Employers requirements are met.
- 3) All planning Quality Assurance and Quality Control documents shall be submitted for approval by the Employer within 30 days of contract award.
- 4) The Contractor shall make use of qualified and experienced Quality Controllers to ensure that products/services are of a high quality prior to inspection by the Employers quality representative(s).
- 5) The Contractor shall ensure that all defects and NCRs are addressed correctly and timeously.
- 6) Defects and NCRs shall be closed within a time frame or period specified or accepted by the Employer.
- 7) When NCRs and Defects notifications are issued, the Contractor shall acknowledge receipt within (5) working days and include the Root cause(s), Correction(s) and Corrective action(s) and proposed implementation dates to the Employer as per the contract response period.
- 8) The corrective actions will include the implementation and completion dates. Progress on all NCRs and Defect notifications issued to the Contractor must be reported to the Employer on weekly basis.
- 9) The Contractor's quality manager keeps a register of all NCRs and Defect notifications issued.
- 10) Deviations from the Contract are treated as a non-conformance.
- 11) Records of NCRs and Defect notifications are kept and form part of the data book records.
- 12) During the contract execution phase, the Contractor will be monitored by the Employer for performance on quality related aspects. The monitoring will be in the form of audits and assessments. The Employers quality department will be involved in every assessment to ensure that all NCRs and Defects raised are closed or the necessary penalties are implemented as stipulated contractually.
- 13) The Contractor is accountable for the quality of the output and liable for any failures.
- 14) The interventions points include all witness, hold, verification, surveillances and review points required by the Employer. The Contractor's failure to allow the intervention points will constitute a non-conformance. The Employer has the right to approve or reject intervention points and may add or remove these points as desired.
- 15) The Contractor shall only be paid subject to meeting and Employer approval of all quality requirements and three copies of the data books accepted by the Employer.
- 16) The Contractor shall provide all information, material and records required to comply with the Eskom Quality Management System and such further information, material and records as may be requested by the Employer from time to time.
- 17) The Contractor shall ensure that no inspections are missed and all schedules are observed.

- 18) The Contractor shall comply with all relevant Eskom governance documents (codes, standards etc.) whether specified in this contract or not.
- 19) The Contractor shall make use of an Authorised Certification Authority such as SABS to certify Contractor QMS if applicable.
- 20) The Contractor shall make use of Recognised International Accreditations such as SANAS which accredits the Authorised Certification Authority if applicable.
- 21) The quality requirements shall be met by the contractor and all sub-contractors.
- 22) The Contractor shall ensure that all measuring and test equipment is calibrated at all times and proof thereof must be readily available.
- 23) In the event of poor quality, re-work or incidents where products inspected by the Employer fail to meet requirements, the Contractor shall receive a Non-conformance (NCR) if deemed so by the Employer. The Contractor shall be liable for the Employers costs of re-inspection.

The Quality 3-Way Matching Requirements are as follows:

"The Contractor shall provide a proposed Quality three-way matching register showing the relationships between Bill of Quantities/Activity Schedule Items, Client Acknowledged Programme Items, Inspection & Test Plans/Quality Plans/Check Sheets/Requests-for-Inspections and Sign off by the Employer's Quality department which will attest to the works having been done to required quality. This table shall be reviewed, Employer comments addressed by the Contractor and approved by the Employer within 30 days of contract award."

Costs incurred due to the *Contractor's* failure to comply with the inspection requirements as specified in this section will be borne by the *Contractor* and no compensation event or variation order will arise out of this.

Furthermore, The *Contractor* shall comply with the Quality requirements stated in the Scope of Work document - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), and the referenced documents stated as forming part of the Works Information.

2.6. Programming constraints

The *Contractor* shall comply with the following requirements for the Project in terms of programming,

- Level 4 programme in Primavera P6 format and submitted in electronic XER format together with a PDF copy.
- Work break-down structure (WBS) clearly shown and acceptable as per the provided WBS structure.
- Milestones clearly shown for Engineering, VDSS, Procurement & Construction and indicated as either start or finish milestone while linked to Task dependant activities
- Programme duration indicates that the project can be complete within the contract Key dates supplied.
- Construction and design activities include major component installation and major disciplines included civil, mechanical, C&I, electrical and services

The *Contractor* shall be responsible for the compilation of level 3 programme (which includes key dates, milestone dates, hold points, etc.) for the Works, and shall submit to the Project Manager for acceptance. The *Contractor* shall provide a bi-weekly programme indicating progress of the Works.

The focus areas will be executed in accordance with Key Dates and Access in the Contract Data by the Employer.

Furthermore, The *Contractor* shall comply with the Programming requirements detailed above and shall be aligned to the Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), the Contract Data and the referenced documents stated below

- Employers Policies and Procedures, Part 3, Annexure X.2 – Programme, Progress Reporting & Meeting Requirements, Rev 4_0121.

2.7. Contractor's management, supervision and key people

The Contractor complies with all relevant South African statutory requirements in terms of the employment of people on Site. No site-specific requirement takes precedence over any statutory requirement.

It is the Contractor's responsibility to ensure that competent persons 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) are utilised.

Contractor's Personnel employed at the Project Site (or at other places, if any, as may be specified under the Contract as forming part of the Site) for any semi-skilled or skilled operation is tested by the Project Manager at any time at the Project Site. This may include, at the Project Manager's discretion, the actual performance of the operation and/or training and testing related to performance of the operation. The Project Manager reserves the right to prevent any person from carrying out any operation that such person is not fit or qualified to perform. The satisfactory passing of the induction operation test requirements will result in the certification of the Contractor's Personnel to perform that specific operation on the Project Site (and/or at such other places, if any, as may be specified under the Contract as forming part of the Site). This certification does not reduce in any way the Contractor's responsibilities to perform the Works as per the Contract requirements, including in a safe manner. The certification may be revoked by the Project Manager if such person ceases to be fit or qualified to perform the work in question at any time.

The Contractor is responsible for his work coordination process and the manner of execution necessary to carry out the Works. Work coordination includes the general and specific workflow, planning and sequence of execution of the Works by the Contractor. The Contractor is required to provide certain information under Part 3 (Technical Specification and the Employer Policies and Procedures), to facilitate the coordination of all field construction and erection on the Project Site by the Project Manager.

The Contractor submits monthly progress reports to the Project Manager. The reports are submitted in writing in a form approved by the Project Manager. An electronic copy and two hard copies of each progress report are submitted to the Project Manager.

For detailed requirements on Contractor's management, supervision and key people refer to the Scope of Work document - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), and the referenced Employers Policies and Procedures documents stated below

- Part 3, Annexure X.4 – Project Site Regulations & General Requirements, Rev 4_0121.
- Part 3, Annexure X.4.1 – Site Access and Mobilisation, Work Coordination Process & Work, Rev 4_0121.
- Part 3, Annexure X.4.1 – Work Coordination Plan Requirements Schedule, Rev 4_0121.

Furthermore, The *Contractor*:

- The *Contractor* appoints an Environmental Officer for the acceptance by the *Employer*
- The *Contractor* appoints a Health and Safety Officer for the acceptance by the *Employer*
- The *Contractor* provides an Organisational Organogram to the level required by the *Employer*.
- The details of the *Contractor's* manpower on Site are submitted together with the proposed execution plan/programme.

The *Employer* encourages a sound and fair management and Employee relation that are essential to the promotion of goodwill and the economic wellbeing of the Employees of the *Contractors*.

Project Attendance (PA) bonus provisions in the Employers Policies and Procedures shall not apply in this Contract.

2.8. Invoicing and payment

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

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd
Kusile Power Station Project
R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank
Postnet Suite 46 Emalahleni
1035

South Africa
Vat 4740101508

and include on each invoice the following information:

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

The contract number and title.

Contractor's VAT registration number.

The *Employer's* VAT registration number 4740101508.

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

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
(add other as required)

Invoice must be sent via email to: invoicesgrpcapitalKCT@eskom.co.za

NB: Payment is calculated from the correct invoice received date, not invoice date.

Checklist for Invoices

- Invoice addressed to: Eskom Holdings Limited
- Read "Tax Invoice"
- Company Vat Registration
- Eskom Vat Number 4740101508
- Invoice Number
- Invoice Date (not later than last day of month of assessment)
- 45 Purchase Order Number
- Suppliers Name and Address
- Vat % (15% or zero rated)
- Assessment to be attached to invoice, together with back-up
- Rate/ Activity to be claimed in accordance with contract
- Where retention/ delay damages are applicable, need to be deducted before vat.
- CPA needs to refer back to Basic Invoice, together with calculations in accordance with contract.
- CPA invoice need to be invoiced separately
- Local and Foreign invoices to be invoiced separately
- Units to be invoice separately
- Where supplier has claimed incorrect, they have to cancel their invoice with a credit note referring to incorrect invoice and issue a new invoice

2.9. Insurance provided by the *Employer*

The *Project Manager* submits policies and certificates for insurances provided by the *Employer* to the *Contractor* for acceptance before the *starting date* and afterwards as the *Contractor* instructs. The *Contractor* accepts the policies and certificates if they comply with this contract.

Refer to Core Clause 87.1 as well as Z Clauses as stated on Contract Data.

2.10. Contract change management

The *Employer* may instruct changes to the scope at any time; each instruction shall set out the change and the date on which it becomes effective; and must be issued to the *Contractor* in writing to be valid.

To manage change in Contract requirements/conditions refer to Part One - Data by the *Employer*, Core Clauses 60 Compensation Events and Core Clause 90 Termination as well as Z Clause 8, for additional information regarding Notifying Compensation Events.

Standardised forms for Notifications and other Communication are provided and/or agreed with the *Project Manager*.

The above include sequence numbering, headings as well as subject matter etc.

2.11. Provision of bonds and guarantees

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

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

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

The *Contractor* keeps these records

- accounts of payments of Defined Cost,
- proof that the payments have been made,
- communications about and assessments of compensation events for Subcontractors and
- other records as stated in Employers Policies and Procedures.

The *Contractor* allows the *Project Manager* to inspect at any time within working hours the accounts and records which he is required to keep.

The *Contractor* retains project design calculations and information for the entire latent defect period and provides these to the *Employer* on prior written notice at any time notwithstanding the expiry or termination of the contract.

Refer to Part 3 Annexure X.3 – Document Management & Communication of the Employer Policies and Procedures Rev 4_0121.

2.13. Training workshops and technology transfer

Appropriate training must be given to employees so that they are competent to perform the tasks assigned to and expected of them. Training also gives an employee an opportunity to develop additional skills which will benefit any organisation.

The contractor shall have a training matrix for its organisation.

The Contractor shall comply with the Contractor Health and Safety Requirements Document Identifier: 32-136.

To allow the Employer's personnel to gain first-hand experience of the Permanent Works, the Contractor affords every opportunity for authorised Employer's personnel to witness erection. In accordance with the requirements stated in the Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), The contractor shall provide a minimum of two training sessions to engineering, operating and maintenance departments for the effective and efficient operation and maintenance of the Fuel Filling Station.

For detailed information refer to the Employer Policies and Procedures Part 3, Annexure X.4 – Project Site Regulations & General Requirements, Rev 4_0121.

3. Engineering and the *Contractor's* design

Refer to Scope of Work document - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2)

3.1. *Employer's* design

The extent of the Employer's design is as stated in the Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2).

3.2. Parts of the works which the *Contractor* is to design

The Contractor shall be responsible for the complete detailed design (where applicable), supply of materials, factory and site testing, transport to site, unloading from road or rail/ship, storage and preservation on site, supply of plant and earth moving equipment, construction and erection, quality control and management, testing, painting, finishing, commissioning, performance testing, training and handover of a complete, fully functional self-operated Fuel Filling Station.

For detailed information, please refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2)

3.3. Procedure for submission and acceptance of *Contractor's* design

In accordance with core clause 21, and the requirements stated in the Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), must be addressed.

3.4. Other requirements of the *Contractor's* design

3.4.1. General Requirements

1. Where this document is not clear about the location of an item to be installed or work to be performed, it is the *Contractor's* responsibility to determine the correct location from the *Employer's* engineering representatives via Request for Information process. The *Contractor* shall only act upon confirmation by receipt of an Engineering Instruction via the Project Manager. Incorrectly positioned items, or incorrect work done (where Engineering Instructions were not issued) shall be moved / removed / replaced / changed / reinstalled by the *Contractor* at his cost.
2. All referenced Eskom standards shall be made available to the *Contractor* to be used as required.
3. Should any referenced document, standard or drawing not be available in the consolidated technical pack, the contractor is to request this from the Project Manager.
4. The *Contractor* shall label the plant according to Kusile Power Station Label specification.
5. Each drawing, diagram and list shall refer to the area of plant by means of the plant labelling in accordance to Engineering Drawing Standard Common Requirements.
6. The contractor is responsible for providing a fully functional fuel filling station on site. The contractor is required to make provisions for all associated plant equipment
7. The *Contractor* shall take full professional accountability for all of the Works in their scope and shall provide the following for review and acceptance:
 - Consolidated detailed design report signed by a Professional Civil Engineer which includes:
 - Survey results, outcomes of Geotechnical investigation, design criteria/parameters, specifications and standards used, loadings, assumptions, calculations results including detailed design calculations, design models, sources of information and any record of other information associated with the completed Works.
 - Detailed drawings for construction. Drawings shall be submitted in native CAD – and PDF format.
 - Professional engineering certificate, signed by an ECSA registered professional once construction work is completed.
8. The *Contractor* shall submit as-built data and drawings of the completed works upon handover. As-built drawings shall be submitted in PDF and native CAD formats.

9. Any discrepancy or ambiguity between the *Employer's* Specifications or requirements shall immediately be brought to the attention of the Project Manager for clarification.

For detailed information, please refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2)

3.5. Use of *Contractor's* design

In accordance with Core clause 22.1, which states The *Employer* may use and copy the *Contractor's* design for any purpose connected with construction, use, alteration, operating, maintaining, completing or demolition of the works unless otherwise stated in the Works Information and for other purposes as stated in the Works Information, and for purposes as stated in the Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2).

3.6. Design of Equipment

Refer to core clause 23.1: The Contractor submits particulars of the design of an item of Equipment to the Project Manager for acceptance

For detailed information, please refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2)

3.7. Equipment required to be included in the works

For detailed information, please refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2)

3.8. As-built drawings, operating manuals and maintenance schedules

The creation, issuing and control of all Engineering Drawings is in accordance with the latest revision of 36-943 (Engineering Drawing Office and Engineering Documentation Standard), 36-945 and 36-946 (associated Work Instructions) to be supplied as part of the enquiry documents.

Within 2 weeks after commissioning of the works has been completed by the Contractor, the Contractor revises drawings where necessary and sends two copies for acceptance. Drawings are also submitted in an electronic format compatible with MicroStation Ver.8 supplied by Bentley Systems Inc. and one PDF copy. After acceptance, 1 print is to be provided for archiving purposes. Drawings include those drawings necessary for the efficient maintenance of the Plant. The specific KKS code of each plant, equipment and component appears on all drawings.

The prints and electronic files are deemed to form part of the works for the purpose of the Defects Liability Certificate.

For detailed information, please refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2)

4. Procurement

4.1. People

4.1.1. Minimum requirements of people employed on the Site

The Contractor is required to recruit 100% of Unskilled and Semi-Skilled and 30% of Skilled Labour respectively in Nkangala District and Bronkhorstspuit Municipality Areas.

The Contractor is also referred to the Employer's Policies and Procedures, Part 3 Annexure X.6_Personnel, Accommodation and Industrial Relations, Rev 4_0121, the LPF Policies and Directives - Recruitment Policy Unique Identifier LPFP-12-112013. This policy must be read with the following reference documents: Eskom Medupi and Kusile HR and IR Policy Directive.

Refer to Employers Policies and Procedures, Updated Section 4 Part 6 (Stakeholder Management Industrial Relations and Personnel) Rev02 20250617 Kusile, for detailed information.

4.1.2. BBBEE and preferencing scheme

Awarded Contract is expected to maintain or improve their B-BBEE Recognition Level for the duration of the contract.

Refer to SDL&I Compliance Requirements.

4.1.3. Supplier Development, Localisation and Industrialisation (SDL&I) Mandatory Requirements – South Africa (SDL&I)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Supplier Development, Localisation and Industrialisation (SDL&I) Mandatory Requirements - South Africa in accordance with and as provided for in the *Contractor's* SDL&I Compliance Schedule

For detailed information, the *Contractor* is referred to the SDL&I Requirements

4.2. Subcontracting

4.2.1. Preferred subcontractors

Not applicable to this contract.

4.2.2. Subcontract documentation, and assessment of subcontract tenders

If the Contractor subcontracts work, he is responsible for Providing the Works as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the Contractor's.

Refer to Clause 26

4.2.3. Limitations on subcontracting

The Contractor is required, whenever feasible to procure goods and services within the Nkangala District and Bronkhorstspuit Municipality Areas for supporting services such as transportation, pest control, etc as per SDL&I Compliance Schedule.

If the Contractor subcontracts work, he is responsible for Providing the Works as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the Contractor's.

The Contractor does not appoint a Subcontractor on the proposed subcontract conditions submitted until the Project Manager has accepted them.
Refer to Clause 26.

4.2.4. Attendance on subcontractors

No additional requirements

4.3. Plant and Materials

4.3.1. Quality

The Contractor shall ensure compliance and adherence of quality management to the Employer's documentation but not limited to the below stated requirements

- The Supplier shall comply with the quality requirements as stated in 240-105658000 - Supplier Quality Management Specification.
- Compliance with Category 4 quality requirements and all other relevant requirements are mandatory.
- Compliance with all Eskom standards and governance is essential for all aspects of the works including mechanical, C&I, civil, metallurgical, non-destructive testing, electrical, structural, administration and all other aspects.

For detailed information, please refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2)

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

No items are free issued by the Employer, although the Employer, at his expense, arrange for, develop, and maintain the various facilities and services indicated in the attached Project Site Facilities and Services Matrix at or near the Project Site, as applicable.

All facilities or services not specifically indicated as provided by the Employer in the attached Project Site Facilities and Services Matrix, but required for the Works (including roads, assigned lay-down yard improvements, and access needed by the Contractor in the performance of the Works), are provided, maintained and removed when no longer required, by the Contractor. Except as otherwise stated in the Contract, all Contractor provided facilities and services are to the satisfaction of the Project Manager. The provision or cessation of such Contractor provided facilities or services, and the erection, installation, and removal thereof and/or of related equipment, requires the Project Manager's approval.

These services and facilities are provided on the basis detailed in the Employer Policies and Procedures Rev 4_0121 Annexure X.5.

4.3.3. *Contractor's* procurement of Plant and Materials

The Employer obtained authority from the South African Revenue Services ("SARS") to import all equipment destined for the Kusile Power Station, whether supplied by the Employer or others, into the Republic of South Africa free of Customs Duties under the tariff subheading 8406.81, covered by Ruling Ref No. H.S: 3/84.06 dated 30 September 2008 ("the SARS Ruling").

In addition to the requirements of [Transport of Goods], the Contractor coordinate with the Project Manager regarding the arrival, unloading and inspection of Goods and the release of carrier's equipment at the Project Site. The Contractor must take all necessary steps to ensure that all Plants and Materials are adequately protected against damage during shipping, transport, off-loading and storage.

For detailed information, please refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) and the following standards and procedures attached as part of the Works Information

- Part 3, Annexure X.7 Plant and Material Import Policy and Procedure, Rev 4_0121.
- Part 3, Annexure X.8 Shipping Policy and Procedure, Rev 4_0121.

4.3.4. Spares and consumables

For detailed information, please refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2).

4.4. Tests and inspections before delivery

For detailed information, please refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2).

Furthermore, The Contractor shall refer to Core Clauses 40 and 41 which make reference to the Works Information regarding tests and inspections.

4.5. Marking Plant and Materials outside the Working Areas

For detailed information, please refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2).

Furthermore, the Contractor is referred to Core clauses 70.1 and 71.1 which make reference to the Works Information regarding Marking Plant and Materials which is outside the Working Areas if they are to be paid for before delivery to the Working Areas.

Additionally referred to attached Employer's Policies and Procedures, Part 3, Annexure X.7 Plant and Material Import Policy and Procedure, Rev 4_0121.

4.6. Contractor's Equipment (including temporary works).

For detailed information, please refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2).

See also section 3.6 above relating to the design phase of the Contractor's Equipment.

4.7. Cataloguing requirements by the Contractor

For detailed information, please refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) and Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974.

5. Construction

5.3. Temporary works, Site services & construction constraints

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

The Employer provides perimeter security and access control for the Project Site. Strict access control is implemented 24 hours a day at all entrances to the Project Site. All persons and vehicles entering or exiting the Project Site may be subjected to searches and the Employer reserves the right to refuse entrance to Project Site to any person not meeting security and/or access requirements.

Only a limited number of Contractor and Subcontractor non-construction vehicles are allowed onto the Project Site. As a general rule, however, Contractors' and visitors' personal vehicles are not allowed within the Project Site and are parked in the designated area and the Contractor is required to collect his visitors from the access point.

Vehicle entry discs are issued at the discretion of the Project Manager on receipt of an application signed by the Contractor. Applications for vehicle entry discs are made in a form prescribed by the Project Manager.

The Contractor's Personnel and any visitors on the Project Site is in possession of a valid identification card supplied by the Employer. Applications for identification cards are made in the form prescribed by the Project Manager. The identification cards and finger identification be used to gain access to the Project Site and only persons with legitimate business on the Project Site and in possession of such identification cards are allowed access.

Applications for identification cards and fingerprint imaging are made in good time prior to access being required.

Refer to Employer Policies and Procedures Rev 4_0121 Annexure X.4 & X.4.1.

Eskom Holdings SOC Limited ("Employer") as an entity is a State-Owned Company and is therefore subject to regulatory compliance as is applicable to the Government. Eskom Power Stations are of strategic importance and are declared as National Key Points in terms of the National Key Points Act 102 of 1980. The Employer therefore needs to ensure that all Personnel granted access to its premises can be trusted. Furthermore, the State Security Agency, in the execution of the National Strategic Intelligence Act 39 of 1994, requires the Employer, as a State-Owned Entity, to comply with the requirements of Chapter 5 of the Minimum Information Security Standard ("MISS") and implement a security screening process.

In light of the above, and further to the issuance of the New Access Permit Procedure earlier this year, the Employer hereby advises that with effect from Monday 18th September 2023, all new employees engaged on the Kusile Site, including those switching employment between companies, will be required to submit a valid SAPS Clearance Certificate when submitting their application for Site Access.

A SAPS Clearance Certificate can be obtained from either SAPS or any accredited supplier linked to SAPS AFIS system. A SAPS Police Clearance Certificate (PCC) will also be recognised. Only valid Certificates, issued within 90 days of the Site Access Permit Application, will be accepted. No receipts/proof of application will therefore be permissible after 18th September 2023.

Contractors/Employers must ensure that their respective recruitment process allows sufficient time for a SAPS Clearance Certificate to be obtained. Access cards will only be issued to employees who have provided a valid SAPS Clearance Certificate with their respective Site Access Permit Application. Lost, stolen or damaged cards shall be reported to the Project Manager immediately. A fee shall be charged for replacement cards. Identification card holders will be required to produce their identification cards for a photo-to-face and fingerprint check at the security check points. Where a card holder's right of access to the Project Site is withdrawn, his identification card will be electronically cancelled. It is the responsibility of the Contractor to ensure the card is returned to the Project Manager.

Refer to Revised Kusile Access Control Work Instruction 240-128446322.

Furthermore, the Contractor should refer to the following documents:

- Updated Section 4 Part 6 (Stakeholder Management Industrial Relations and Personnel) Rev02 20250617

5.3.2. Restrictions to access on Site, roads, walkways and barricades

The Employer provides and maintains construction parking and general use roads on the Project Site. A construction parking lot is located outside the Main Security Fence for Contractor's personnel and visitors. Parking facilities are limited. Contractor's personnel and visitors failing to park in the designated parking as directed may have their vehicle clamped, removed and/or banned from future use on site.

The Contractor is solely responsible for the protection and security of the Works and all areas allocated to him, including his allocated laydown areas and areas outside the Project Site, if any, which are specified under the Contract as forming part of the Site.

Furthermore, the contractor is referred to the following documents:

- Part 3, Annexure X.1_Introduction, Rev 4_0121.
- Part 3, Annexure X.4 – Project Site Regulations & General Requirements, Rev 4_0121.
- Part 3, Annexure X.4.1 – Site Access and Mobilisation, Work Coordination Process & Work, Rev 4_0121.
- Part 3, Annexure X.4.1 – Work Coordination Plan Requirements Schedule, Rev 4_0121.

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

The Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997), stipulates the permissible working hours for individuals to perform their duties optimally.

The submitted and approved program show resourced material and manpower quantities and units per Activity, while the Monthly report details of actual and planned resources including number of each class of Contractor's Personnel and of each type of the Contractor's Equipment at the Project Site (and/or at other places, if any, as may be specified under the Contract as forming part of the Site) for the relevant period.

Refer to Employer Policies and Procedures, Rev 4_0121, Part 3 Annexure X.2 - Programme, Progress Reporting & Meeting Requirements.

Staff consistently working excessive hours of overtime risk their health and safety and that of their colleagues due to fatigue. Fatigue can have deadly consequences, especially in environments where a loss of alertness can threaten the health and safety of the employee or others.

The Contractor shall comply with the Contractor Health and Safety Requirements Document Identifier: 32-136.

Wage Administration

The Contractor is required to utilise the Eskom Wage Bureau. The Contractor is referred to WB Implementation Instruction Kusile Build NEC Contracts for additional aspects concerning the Eskom Wage Bureau that must be noted and observed. Non-compliance with any of the requirements set out will be subject to action by Eskom.

Furthermore, the Contractor is referred to the following documents for detailed information

- Updated Section 4 Part 6 (Stakeholder Management Industrial Relations and Personnel) Rev02 20250617
-

5.3.4. Health and safety facilities on Site

The Contractor is referred to the Employer's HSE Requirements as stated in Section 2.3, Core Clause 27.4 and the following documents for detailed information.

- Part 3, Annexure X.9 – Employer's Health, Safety and Environmental Requirements Schedule Rev 4_0121
- 240-143052367- Kusile SHE Specification Rev 8
- OHS BRA 09 Sep 2025 Rev 2

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

The Employer's Environmental Requirements form part of the completed HSE Requirements, as such Core Clause 27.4 and the stated requirements in Section 24 applies.

Furthermore, The Contractor is referred to the following documents for detailed information.

- Part 3, Annexure X.9 – Employer's Health, Safety and Environmental Requirements Schedule Rev 4_0121
- Part 3, Annexure X.10 –Environmental Requirements Rev 4_0121
- Part 3 Annexure X.11 Kusile Environmental Record of Decision (ROD)
- 240-143052367- Kusile SHE Specification Rev 8
- OHS BRA 09 Sep 2025 Rev

5.3.6. Title to materials from demolition and excavation

The Contractor has no title to an object of value or of historical or other interest within the Site. The Contractor notifies the Project Manager when such an object is found, and the Project Manager instructs the Contractor how to deal with it. The Contractor does not move the object without instructions.

The Contractor has title to materials from excavation and demolition only as stated in the Works Information.

Refer to Employer Policies and Procedures, Part 3, Annexure X.10 –Environmental Requirements Rev 4_0121.

5.3.7. Cooperating with and obtaining acceptance of Others

The Contractor co-operates with Others in obtaining and providing information which they need in connection with the works. He co-operates with Others and shares the Working Areas with them as stated in the Works Information.

Refer to Clause 25.1.

Except as directed by the Project Manager, the Contractor in no way interfere with, remove, adjust or operate plant, materials and/or equipment of or being supplied or operated by Other Project Contractors. Without derogating from the foregoing, the Contractor does not cut reinforcing steel, remove concrete, drill holes into concrete or structural steel, weld on to reinforcing bars or structural steel without the approval of the Project Manager.

The Contractor shall always keep the work of Other Project Contractors free from dropping, dripping and spattering of materials used in the Works.

Furthermore, the Contractor is referred to Employer Policies and Procedures, Part 3, Annexure X.4.1 – Site Access and Mobilisation, Work Coordination Process & Work, Rev 4_0121.

5.3.8. Publicity and progress photographs

The taking of photographs of the Kusile Power Station including the Project Works is restricted and subject to the approval of the Project Manager as provided for under the Contract.

Colour photographs in digital format showing progress in the course of manufacture and on the Site, with each set comprising at least 20 colour photographs, individually marked with the date taken, a description of the subject and the direction of view.

The Contractor is further referred to Employer Policies and Procedures, Part 3, Annexure X.4 – Project Site Regulations & General Requirements, Rev 4_0121

5.3.9. Contractor's Equipment

Records are to be kept of Equipment on Site including whether it is owned or hired.

This includes scaffolding, rigs, heavy lifts and cranes, when it came to and was removed from the Working Areas.

Contractors requiring removal of any equipment, tools, components, materials, spares etc from Site will require an OV28 release form to be signed by an authorised Employer's representative. No contractor will be permitted to remove any item from Site without the Employer's prior approval.

Refer to the following documents for further information

- Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2).
- Part 3, Annexure X.4 – Project Site Regulations & General Requirements, Rev 4_0121
- Part 3, Annexure X.9 – Employer's Health, Safety and Environmental Requirements Schedule Rev 4_0121

5.3.10. Equipment provided by the *Employer*

No equipment is made available by the Employer except plant which needs to be tied into will be made accessible for the tie-in process.

Refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) for detailed information.

5.3.11. Site services and facilities

The *Employer*, at his expense, arrange for, develop, and maintain the various facilities and services indicated in the attached Project Site Facilities and Services Matrix at or near the Project Site, as applicable. These services and facilities are provided on the basis detailed in the table below.

Site Facilities, Utilities and Services		Provided by		Details
Item		Contractor	Employer	
Field Office				
Field office structure		X		
Field office furniture		X		
Field office equipment		X		
Field office supplies		X		
Artisans change facilities		X		
Fabrication shops		X		
Equipment				
Construction equipment		X		
Contractor construction elevator		X		
Contractor equipment operator testing		X		
Communication				
Internet connection		X		
Radio & cell phone communication		X		
Telephone				
Construction telephone main service line		X		
Construction telephone line connection to Contractor field office		X		
Contractor's telephone equipment and system wiring		X		
Electrical Power				
Construction main power source and maintenance			X	
Construction power primary distribution system and maintenance			X	

Site Facilities, Utilities and Services	Provided by		Details
Item	Contractor	Employer	
Construction power Contractor's distribution system	X		
Construction power Contractor's distribution system maintenance	X		
Construction power energy usage payment		X	
Construction Lighting			
Structures interior temporary lighting and maintenance	X		
Contractor specific work area temporary lighting and maintenance	X		
General areas site lighting and maintenance		X	
Contractor areas site temporary lighting and maintenance	X		
Water - potable and non-potable			
Construction water source		X	Contractor collects from identified point
Construction water Contractor's distribution and maintenance system	X		
Construction water usage payment		X	
Drinking water distribution	X		
Heat			
Temporary heating facilities/system	X		
Sanitary Facilities			
Construction primary sanitary facilities and maintenance		X	
Contractor's structures construction sanitary facilities and maintenance	X		
Access Roads			
Primary access roads and maintenance		X	
Contractor specific access roads and maintenance	X		
Primary access road dust control		X	
General Work-related dust control	X		
Provide construction parking area and maintenance		X	
Storage Facilities			
Onsite lay-down space		X	
Contractor storage area maintenance	X		
Construction warehousing	X		
Tool storage facilities	X		
Climate controlled storage facilities	X		
Construction equipment fuelling facilities	X		
Security			
Overall site security		X	
Contractor specific areas security	X		
Overall site security access card and fingerprint system and materials		X	

Site Facilities, Utilities and Services		Provided by		Details
Item	Contractor	Employer		
Medical Facilities				
Onsite first aid/medical services		X		
Project emergency ambulance		X		
Heliport Area		X		
Fire Protection				
Construction fire protection – fire extinguishers	X			
Construction fire protection - stand pipe	X			
Overall site fire brigade participation	X			
Construction fire equipment & vehicles		X		
Clean-up				
General refuse offsite disposal		X		
Contractor general refuse collection and onsite disposal	X			
Contractor field office cleaning service	X			
Hazardous waste disposal and clean-up / rehabilitation	X			
Concrete source				
Concrete source	X			
Concrete usage payment	X			
Concrete test facilities and testing	X			
Scaffolding				
Scaffolding supply/erection	X			
Welding				
Welder testing	X			
Welder test facilities	X			
Welding/cutting consumables	X			
Railroad				
Railroad siding install & maintenance				None
Food Services				
Allowed onsite - Yes/No	No	Yes		
Canteen		X		
Canteen fee payment	X			

Refer to Employer Policies and Procedures, Part 3, Annexure X.5 – Project Site Facilities and Services Rev 4_0121

The *Contractor* should note that the *Employer does no longer* provide accommodation as stated in Part 3 Annexure X.6 of the Employer Policies and Procedures. However, the Employer provide Project Site canteen, induction and medical facilities are dealt with under Part 3 Annexure X.6 of the *Employer* Policies and Procedures.

5.3.12. Facilities provided by the *Contractor*

The Contractor is referred to Refer to Part 3, Annexure X.5 – Project Site Facilities and Services Rev 4_0121

Refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) for detailed information

Furthermore, the Contractor provides everything else required to successfully complete the Works

5.3.13. Existing premises, inspection of adjoining properties and checking work of Others

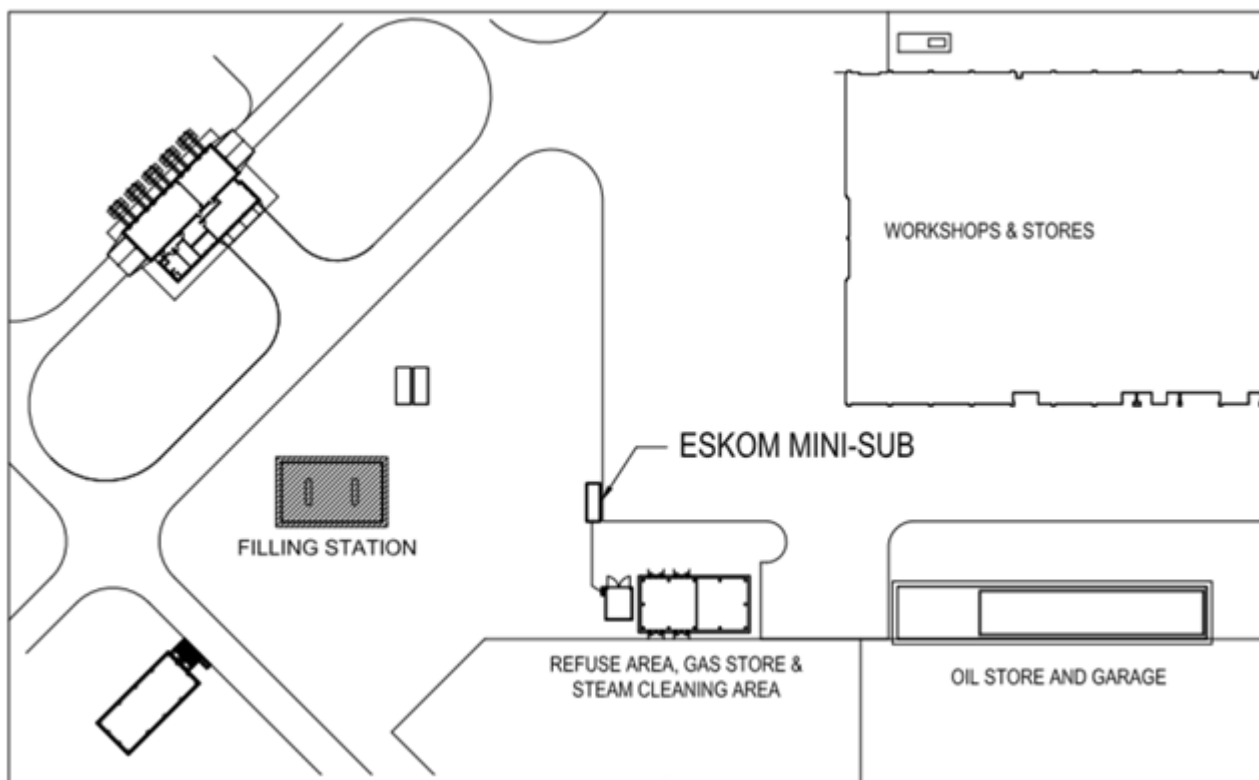


Figure 2: Fuel Filling Station Proposed Location

Information, if any, on existing services and structures, including underground installations (“services and installations”), at the Project Site (and/or at other places, if any, as may be specified under the Contract as forming part of the Site) is made available solely to assist the Contractor in the execution of the Works.

The Contractor carries out the Works on the basis that services, and installations may exist that are not indicated on drawings provided.

The Contractor is responsible for locating and identifying all services and installations (such as, but not limited to, oil, water, air, and gas lines, sewers and other drains, circulating water lines, oil separators, septic tanks, telephone lines, electrical duct banks and racking or buried structures within the Project Site and/or at other places, if any, as may be specified under the Contract as forming part of the Site) where any penetration (such as, but not limited to, excavation, ploughing, trenching, driving of well points, or insertion of any tool or device below the surface) is anticipated or required or where construction operations may subject services and installations to damage, prior to the performance of such work.

The Contractor hand excavates and positively identifies all services and installations. All information relative to the services and installations are recorded by the Contractor and incorporated into the construction records in accordance with the requirements of the Contract.

The Contractor is referred to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) and Part 3, Annexure X.4 – Project Site Regulations & General Requirements, Rev 4_0121 for detailed information for detailed information.

5.3.14. Survey control and setting out of the works

The Contractor is responsible for setting out the Works.

Refer to the Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2).

5.3.15. Excavations and associated water control

Prior to commencing work on any trench or excavation, the Contractor shall first submit a completed Trench and Excavation Notice to the Project Manager. The Contractor shall submit the required Excavation Method Statements to the Project Manager detailing the methodologies and procedures to be employed on Site when interceptions of water is encountered for review

The Contractor is referred to the Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), 240-143052367- Kusile SHE Specification Rev 8, and SANS 1200 requirements for handling deep foundations and controlling water from excavations.

5.3.16. Underground services, other existing services, cable and pipe trenches and covers

There are numerous underground services installed, commissioned and in operation within the vicinity of the Proposed Site Location for the Fuel Filling Station, which are, but not limited to those stated in the Works Information.

Information, if any, on existing services and structures, including underground installations ("services and installations"), at the Project Site (and/or at other places, if any, as may be specified under the Contract as forming part of the Site) is made available solely to assist the Contractor in the execution of the Works. The Contractor carries out the Works on the basis that services and installations may exist that are not indicated on drawings provided.

The Contractor is responsible to determine the location of all underground services, uses correct detection equipment for locating them and such services are clearly marked.

Should the Contractor damage any services, known and unknown, the Contractor reinstates these services at its own cost according to the Project Manager's procedures and method statements and to Project Manager's satisfaction.

All incidents of damaged services are immediately reported to the Project Manager.

The Contractor is referred to the following documents for further details.

- Employers Policies and Procedures Part 3, Annexure X.4 – Project Site Regulations & General Requirements, Rev 4_0121,
- Employers Policies and Procedures Part 3, Annexure X.9 – Employer's Health, Safety and Environmental Requirements Schedule Rev 4_0121, and
- Scope of Work - 366-508225 Kusile Sandblast Workshop Technical Specification - Rev 2.

5.3.17. Control of noise, dust, water and waste

The Contractor maintains a high standard of cleanliness during the conduct of his activities on the Project Site (and at other places, if any, as may be specified under the Contract as forming part of the Site). The Contractor, at all times maintain, clean and attend to the upkeep of the Site and such other areas as may be allocated for storage of materials, site offices, etc. to the satisfaction of the Project Manager. The Contractor at all times keeps these areas, clean and free from accumulation of waste materials and refuse regardless of the source.

During sweeping and dusting, the Contractor ensures that a minimum amount of dust is liberated into the atmosphere. Cleaning by vacuum cleaners is preferred and the use of compressed air for cleaning is prohibited.

Except as otherwise directed by the Project Manager, the Contractor provides dust suppression for the Contractor's yard and for the Contractor's working areas. The Employer, however, provides dust suppression for roads and other common areas which are not used exclusively or primarily by the Contractor.

The Contractor is responsible for the prompt removal of all waste to a designated disposal area. The disposal area is on or in the vicinity of the Project Site and is designated by the Project Manager. Waste is only disposed of at a designated area.

The Contractor is referred to the following documents for further details.

- Part 3, Annexure X.9 – Employer's Health, Safety and Environmental Requirements Schedule Rev 4_0121,
- Part 3, Annexure X.10 –Environmental Requirements Rev 4_0121, and
- Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2)
- 240-143052367- Kusile SHE Specification Rev 8

5.3.18. Sequences of construction or installation

The Contractor is responsible for his work coordination process and the manner of execution necessary to carry out the Works.

Work coordination includes the general and specific workflow, planning and sequence of execution of the Works by the Contractor. The Contractor is required to provide certain information under Part 3 (Technical Specification and the Employer Policies and Procedures), to facilitate the coordination of all field construction and erection on the Project Site by the Project Manager.

The contractor is referred to the Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) and Part 3, Annexure X.4.1 – Site Access and Mobilisation, Work Coordination Process & Work, Rev 4_0121.

5.3.19. Giving notice of work to be covered up

Before the Contractor covers up any Works, the Supervisor is contacted to arrange for the final inspection of the Works by the Employer's Quality Department

Only when the Final Quality inspection is done and signed off by both the Quality Department and the Supervisor may that particular piece of Works be covered up.

5.3.20. Hook ups to existing works

The contractor is required to design, procure, install and commission the dirty drainage system, fire protection system, potable water, earth mat and provision and routing of compressed air supply interfacing points, which all tie into existing services. The Employer shall furnish the designs and drawings for the Contractor to connect to the Employer's existing pipe and the routing.

The contractor is referred to the Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) for further details.

5.4. Completion, testing, commissioning and correction of Defects

5.4.1. Work to be done by the Completion Date

Core clause 11.2(2) defines Completion as when the Contractor has done all the work which the Works Information states he is to do by the Completion Date.

On or before the Completion Date the *Contractor* has done everything required to Provide the Works except the work listed below which may be done after the Completion Date but in any case, before the dates as stated. The Project Manager cannot certify Completion until all the work, except that listed in the table below has been done and is also free of Defects which would have in his opinion prevent the Employer from using the Works and Others from doing their work.

Item of work	To be completed by
As built drawings of Works	Within two weeks after Completion
Performance testing of the works in use as specified in the Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), of this Works Information.	See performance testing requirements

Data Books submission	Within two weeks after Completion
Site de-establishment	Within two weeks after rectifying the last defect

The contractor is referred to the Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) and 240-125815990 – Kusile Commissioning Completion Work Instruction for further details.

5.4.2. Use of the *works* before Completion has been certified

The *Employer* may use any part of the *works* before Completion has been certified should the Project Manager deem it necessary for whatever reason.

The Project Manager certifies the date upon which the Employer takes over the Works and to its extent within one week of the date.

Refer to Clause 35

5.4.3. Materials facilities and samples for tests and inspections

The Contractor submits his drawings, designs and calculations for acceptance prior to the start of manufacture, as required by the Project Manager. All such material becomes the property of the Employer. Calculations are supplied to substantiate the Contractor's designs of leading items of the supply and are submitted to the Project Manager for acceptance before the start of manufacture in accordance with the technical specification.

The contractor is referred to the Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) for further details.

5.4.4. Commissioning

The Project Manager provides subsystem and system turnover packages and schedule to facilitate the sequential initial testing and operation of equipment groupings and systems. The individual components of equipment groups and systems are identified in turnover packages issued to the Contractor.

The Contractor finishes the part of the Works for each turnover packages in a manner to support the overall sequence and schedule of testing and initial operation of subsystems and systems to allow timely turnover for extended operation. The Contractor participates in meetings, walk downs, corrections, and punch list completion to support the established turnover for initial operation process.

The Kusile Filling Station shall be commissioned in line with Kusile Commissioning Procedure and handed over as fully functional system that conforms to applicable standards. The handover documentation shall be in line with Documentation Handover List as agreed between the Employer and Contractor.

The following documents shall be referenced.

- Scope of Work - 366-508225 Kusile Sandblast Workshop Technical Specification - Rev 2, for further details.
- 240-125815990 - Kusile Commissioning Completion Work Instruction 240-128515850 - Documentation Handover Specification
- Employers Policies and Procedures, Part 3, Annexure X.4.2 – Work Coordination Plan Requirements Schedule, Rev 4_0121
- Employers Policies and Procedures, Part 3, Annexure X.4 – Project Site Regulations & General Requirements, Rev 4_0121

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

The Contractor is referred to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) and 240-125815990 - Kusile Commissioning Completion Work Instruction for further details.

5.4.6. Take over procedures

Refer to clause 35.

The Employer need not take over the Works before Completion Date if it is stated in the Contract Data that he is not willing to do so. Otherwise, the Employer takes over the Works not later than two weeks after Completion.

The Employer may use any part of the Works before Completion has been certified. If he does so, he takes over the part of the Works he begins to use except the use is for a reason stated in the Works Information or to suit the Contractor's method of working.

The Project Manager certifies the date upon which the Employer takes over any part of the Works and its extent within one week of the date.

Prior to the issue of the Taking-Over Certificate for the Works or for the Section in question, all holes, ruts, settlements and depressions resulting from the Works or use of areas are filled and graded to match elevations of adjacent surfaces, and all areas disturbed by the Works (including lay-down areas) are restored to their original condition to the maximum extent practicable and to the satisfaction of the Project Manager.

The contractor is referred to Employers Policies and Procedures, Part 3, Annexure X.4 – Project Site Regulations & General Requirements, Rev 4_0121.

5.4.7. Access given by the Employer for correction of Defects

The Project Manager establish an operation control system (OCS) to protect personnel and equipment as the individual equipment and functional systems are completed and capable of energization. The OCS procedures establish control over the placement of appropriate tags on equipment and functional system components to indicate their status and the required mandatory clearance procedures to allow operation, testing, energization, or removal from service of the equipment or system.

The Contractor ensures the OCS procedures are strictly followed by all personnel performing the Work under this Contract.

The Contractor ensures that any services and installations damaged in the execution of the Works are repaired and fully restored, by suitably qualified and competent persons, to a condition at least equal to that which existed just prior to the time of damage. All such repair and restoration work are carried out at the cost of the Contractor and is done to the satisfaction of the Project Manager.

The Contractor is further referred to the Employer's Policies and Procedures, Part 3, Annexure X.4 – Project Site Regulations & General Requirements, Rev 4_0121, Scope of Work document - 366-508225 Kusile Sandblast Workshop Technical Specification - Rev 2, and 240-125815990 - Kusile Commissioning Completion Work Instruction, for further information.

5.4.8. Performance tests after Completion

The Contractor shall demonstrate that the works through performance and reliability testing up to take-over, that the plant can operate as guaranteed by the Contractor (in Contractor's Works Information) and demonstrate.

Refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) and 240-125815990 - Kusile Commissioning Completion Work Instruction, for further information.

5.4.9. Training and technology transfer

To allow the Employer's personnel to gain first-hand experience of the Permanent Works, the Contractor affords every opportunity for authorised Employer's personnel to witness erection.

The Contractor is required to give necessary training where necessary to the Employer's employees for equipment installed and requires operating and maintenance by the Employer

Refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) for further details.

5.4.10. Operational maintenance after Completion

Refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2) and 240-125815990 - Kusile Commissioning Completion Work Instruction, for further information.

6. Plant and Materials standards and workmanship

6.1. Investigation, survey and Site clearance

The Contractor shall carry out further investigation of existing facilities or of the Site before commencing final design.

The Contractor is responsible for locating and identifying all services and installations (such as, but not limited to, oil, water, air, and gas lines, sewers and other drains, circulating water lines, oil separators, septic tanks, telephone lines, electrical duct banks and racking or buried structures within the Project Site and/or at other places, if any, as may be specified under the Contract as forming part of the Site) where any penetration (such as, but not limited to, excavation, ploughing, trenching, driving of well points, or insertion of any tool or device below the surface) is anticipated or required or where construction operations may subject services and installations to damage, prior to the performance of such work.

Refer to Scope of Work - Kusile Fuel Station Technical Specification – Rev 2

6.2. Building works

Refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), for detailed information.

6.3. Civil engineering and structural works

Refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), for detailed information.

6.4. Electrical & mechanical engineering works

Refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), for detailed information.

6.5. Process control and IT works

Refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), for detailed information.

6.6. Other [as required]

Refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), for detailed information.

7. List of drawings

7.1. 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.

Refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), for detailed information.

Refer to Scope of Work - 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2), for detailed information.

C3.2 ***CONTRACTOR'S*** WORKS INFORMATION

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

Typical sub headings could be

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

This section could also be compiled as a separate file.

PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4	This cover page Site Information	1
	Total number of pages	7

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

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

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

1. General description

There had been a vast increase in demand for electricity in South Africa, the *Employer* thus decided to increase its electricity generating capacity and built a new coal-fired power station, consisting of six super critical units with a nominal generating capacity of 4800 MW. The station is designed to operate at maximum continuous rating during the day with reduced load during the night, and with the ability to two-shift (later in the life of the station).

The Kusile Power Station is slightly larger than its neighbouring existing Kendal Power Station in terms of design, dimensions, and operation. The power station structure is approximately 130 m high and approximately 700 m wide. The required stacks are approximately 220 to 250 m in height. Direct dry-cooling technology is applied, with only a small open evaporative system for critical auxiliaries that cannot be accommodated by the main cooling system. No cooling towers are constructed for the main cooling system.

Other related infrastructure includes a coal stockpile, conveyor belts and an ash dump, supporting miscellaneous structures to support the operation of the power station, and infrastructure such as transmission lines to integrate the station into the national electricity grid.

The *Employer* expects that the Kusile Power Station will provide cost effective electricity to the South African power grid while maintaining the *Employer's* environmental and social objectives.



Figure 1: Kusile Power Station Satellite View

2. Site Location

The Project Site for Kusile Power Station is situated approximately in the area between Witbank and Bronkhorstspuit, between the N4 and N12 freeways. The site is on the portions of the farms Hartbeesfontein 537-JR and Klipfontein 566-JR. The western boundary of the site lies parallel to and approximately 2500 meters west of road D686 (route R545) which is located in the Mpumalanga province of South Africa. The site is in the Upper Olifant sub-area of the Olifant Water Management Area. The site falls within the B20F quaternary catchment and the larger Wilge River catchment.

The approximate location and access routes are shown in the following figures.



Figure 2: Kusile Aerial view

2.1. Road Access

The Project Site is accessed from the existing D686 road that runs from either N12 and/or N4, which are the closest national access route roads to the Kusile Power Station. Figure 4 below shows the access roads to the Kusile Power Station Site.

The Contractor complies with the Project Manager's directions for the movement of traffic, vehicular or pedestrian, at the Project Site. The Contractor interferes as little as possible with Project Site traffic, vehicular or pedestrian, during the performance of the Works. Amongst other Site rules and regulations, these Project Site traffic provisions likewise apply to places, if any, outside the Project Site as may be specified under the Contract as forming part of the Site.

Strict access control is implemented 24 hours a day at all entrances to the Project Site. All persons and vehicles entering or exiting the Project Site may be subjected to searches and the Employer reserves the right to refuse entrance to Project Site to any person not meeting security and/or access requirements.



- The red route between the D686 and Kusile Power Station Site is designated for Contractors Buses and Taxis to access the South Access Gate Turnstiles. The routes shall be one way, between 06:00hrs - 08:00hrs when entering the Kusile Site and between 16:00hrs – 18:00hrs when exiting the Kusile Site and by the same token for all other agreed times for Contractors to arrive or leave site
- The green route is designated for Contractors Passenger Vehicles – accessing through the Murray & Roberts Gate
- The blue route is for Site Deliveries and during the peak hours as stipulated above, the delivery trucks will park at the holding area.
- The pink route is for Gx and GCD private vehicles at the North Gate
- Parking outside the Kusile Power Station Site (Yellow) remains unchanged at the North Access Gate.

2.2. Topographical Data

The surface topography consists of a gently undulating plateau of the Highveld region with gently sloped hills. The highest point of the site lies approximately at a height of 1520 meters above sea level (masl) on the eastern section of the site. The lowest point on the site is approximately at a height of 1440 meters above sea level (masl) on the western section of the site, illustrated in the Figure below.

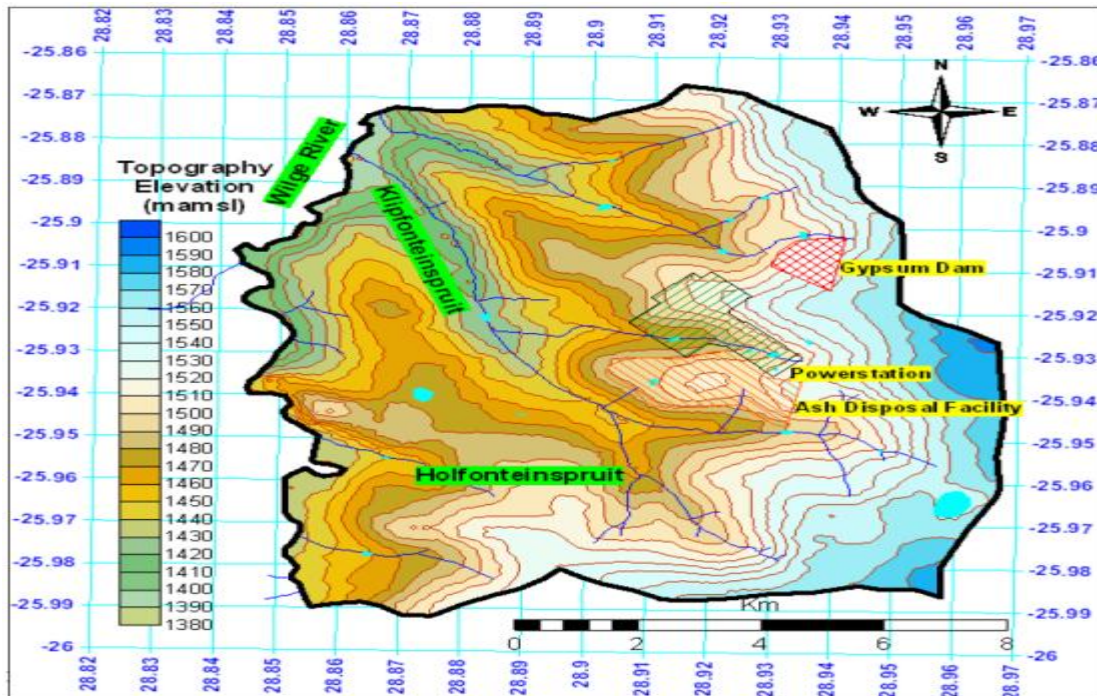


Figure 4:

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

Information, if any, on existing services and structures, including underground installations ("services and installations"), at the Project Site (and/or at other places, if any, as may be specified under the Contract as forming part of the Site) is made available solely to assist the Contractor in the execution of the Works.

The Contractor carries out the Works on the basis that services, and installations may exist that are not indicated on drawings provided.

The Contractor is responsible for locating and identifying all services and installations (such as, but not limited to, oil, water, air, and gas lines, sewers and other drains, circulating water lines, oil separators, septic tanks, telephone lines, electrical duct banks and racking or buried structures within the Project Site and/or at other places, if any, as may be specified under the Contract as forming part of the Site) where any penetration (such as, but not limited to, excavation, ploughing, trenching, driving of well points, or insertion of any tool or device below the surface) is anticipated or required or where construction operations may subject services and installations to damage, prior to the performance of such work.

All information relative to the services and installations are recorded by the Contractor and incorporated into the construction records in accordance with the requirements of the Contract.

Refer to figures below indication the proposed Fuel Filling Station location.

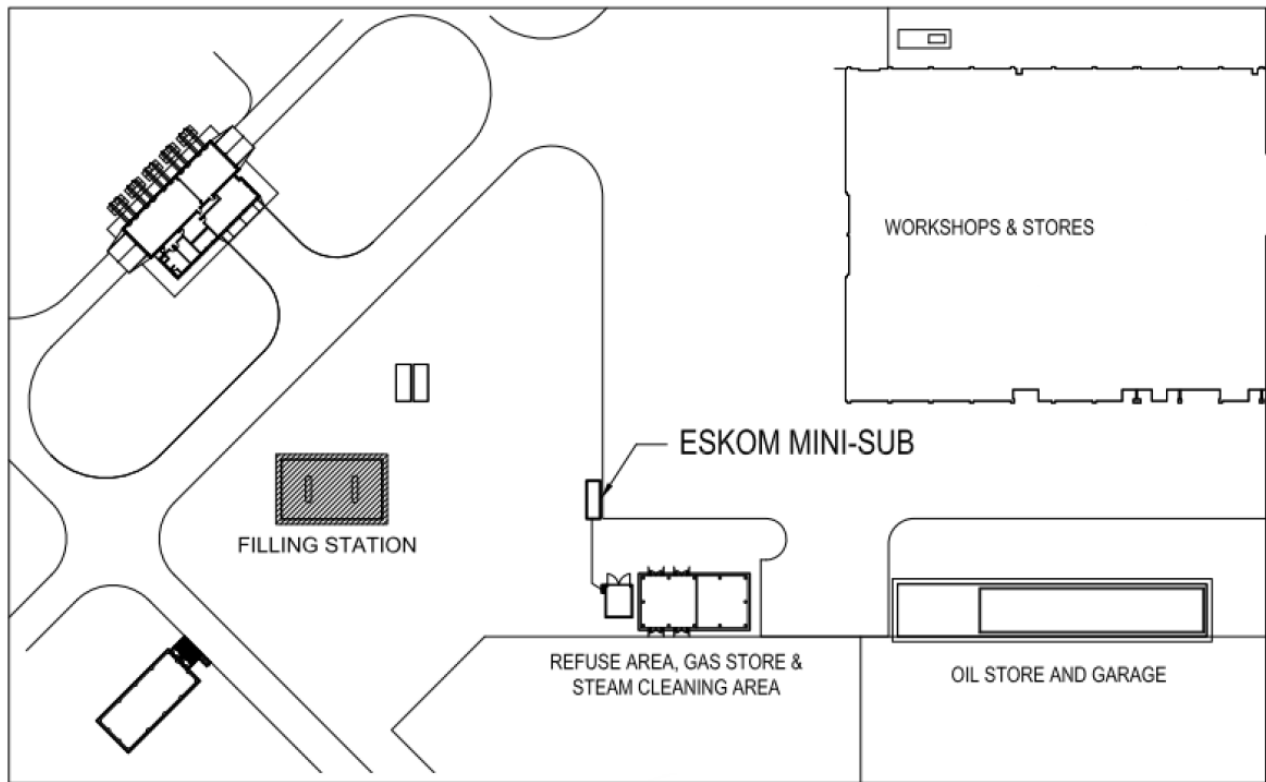


Figure 5: Fuel Station Overview

Where this document is not clear about the location of an item to be installed or work to be performed, it is the *Contractor's* responsibility to determine the correct location from the *Employer's* engineering representatives via Request for Information process. The *Contractor* shall only act upon confirmation by receipt of an Engineering Instruction via the Project Manager. Incorrectly positioned items, or incorrect work done (where Engineering Instructions were not issued) shall be moved / removed / replaced / changed / reinstalled by the *Contractor* at his cost.

For detailed information, on works and existing services that the contractor is required to interface, the contractor is referred to the following documents

- 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2).
- Employers Policies and Procedures, Kusile Power Station Project Site Regulations & General Requirements, Part 3, Annexure X.4, Rev 4_0121.

4. Subsoil information

For geotechnical information, please refer to Annexure E of the Geotechnical Report below for detailed description of the subsoil characteristics.

- T.C. Patridge, J.F. Robson, H.J. Schurink, K. Shwartz and South African Council for Geoscience, "Project Bravo: Report on Geotechnical Investigations undertaken at the Power Station Site," 2008.

The *Contractor* is deemed to have considered and familiarised himself with this report for the purpose of submitting his Tender.

5. Hidden services

There are numerous underground services installed, commissioned and in operation within the vicinity of the Proposed Site Location for the Fuel Filling Station, which are, but not limited to those stated in the Works Information.

The Contractor is responsible to determine the location of all underground services, uses the correct detection equipment for locating them and are clearly marked.

Should the Contractor damage any services, known and unknown, the Contractor reinstates such services at its own cost according to the Project Manager's accepted procedures and methods and to the Project Manager's satisfaction.

All incidents of damaged underground services are immediately notified to the Project Manager.

Please refer to the scope of works document 559-40326539 - Kusile Fuel Station Technical Specification (Rev 2).

6. Other reports and publicly available information

- Kusile Power Station Hydrogeological Investigation