



**NEC3 Engineering & Construction Contract**

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

**and** .....  
**(Reg No. \_\_\_\_\_ )**

**for** **An Enabling Agreement with a Panel of Contractors on an**  
**“as and when” required basis, for Minor Works Projects**  
**within the KZN Operating Unit**

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**ENQUIRY NUMBER KZN103**

## Part C1: Agreements & Contract Data

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**Contents:**

**No of  
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**C1.1 Form of Offer and Acceptance**

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**C1.2a Contract Data provided by the *Employer*** **[•]**

**C1.2b Contract Data provided by the *Contractor*** **[•]**

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## C1.1 Form of Offer & Acceptance

### Offer

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

#### An Enabling Agreement with a Panel of Contractors on an “as and when” required basis, for Minor Works Projects within the KZN Operating Unit

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

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

Options A B, C or D	The offered total of the Prices exclusive of VAT is	<b>Rates based</b>
	Sub total	<b>Rates based</b>
	Value Added Tax @ 15% is	<b>Rates based</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>Rates based</b>

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number (if applicable)

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Brenda Cebekhulu

Capacity

Senior Manager Asset Creation-  
Central Easter Cluster

**for the  
Employer**

**ESKOM HOLDING SOC LIMITED**

(25 Valley View Road, New Germany, 3602)

Name &  
signature of  
witness

Date

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

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

No.	Subject	Details
1		
2		

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)*

.....  
Brenda Cebekhulu

**Senior Manager Asset Creation- (CEC)**

*25 Valley View Road , New Germany, 3602*

Name & signature of witness .....

Date .....

## C1.2 ECC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	<b>B: Priced contract with bill of quantities</b>
	and secondary Options	<b>W1: Conflict Resolution</b>
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X13: Performance bond (Provisional)</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Nonhlanhla Cele</b>
	Address	<b>25 Valley View Road, New Germany, Durban, 3620</b>
	Tel	<b>031 710 5280</b>
	e-mail	<b><a href="mailto:Celens@eskom.co.za">Celens@eskom.co.za</a></b>
11.2(13)	The <i>works</i> are	<b>An Enabling Agreement with a Panel of Contractors on an “as and when” required basis, for Minor Works Projects within the KZN Operating Unit</b>
11.2(14)	The following matters will be included in the Risk Register	<b>As per the SHE Specification - 240-73198174</b> <ul style="list-style-type: none"> <li>• Cost overruns due to unpredictable</li> </ul>

		surface conditions.	
		<ul style="list-style-type: none"><li>• The possibility of existing services which might not be indicated on the wayleave.</li><li>• Completion Date</li><li>• Late material Delivery</li><li>• Theft of un-energised cables</li><li>• Vandalism of un-energised primary plant</li><li>• Armed robberies on site</li><li>• Theft of Project Material on Eskom site camp</li><li>• Bush Clearing</li><li>• Local Business Forums</li><li>• Political Unrest</li><li>• Community Unrest</li><li>• Weather</li><li>• Survey Issues</li><li>• Safety Compliance</li><li>• Design Alterations</li></ul>	
11.2(15)	The <i>boundaries of the site</i> are	All projects to be executed in terms of this contract will be executed at various sites within the KZN Operating Unit.	
11.2(16)	The Site Information is in	The Site Information will form part of the Project Specific Agreement for each project to be executed in terms of this contract.	
11.2(19)	The Works Information is in	The Works Information will form part of the Project Specific Agreement for each project to be executed in terms of this contract	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The <b>Contractor's</b> 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	Contract Duration is 36 months	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Any key date and conditions will be specified in the Project Specific Agreement for any project executed in terms of this contract	As per the start and delivery dates of the Purchase Order
30.1	The <i>access dates</i> are:	Part of the Site	Date
		1 Access dates will be specified in the Project	As per the access to site

		Specific Agreement for any project executed in terms of this contract	certificate
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks after kick-off meeting	
31.2	The <i>starting date</i> is	Contract Duration is 36 Months, commencement date to be notified	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1 week	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	[No data needed if this statement is included]	
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the <i>works</i> .	
43.2	The <i>defect correction period</i> is	2 weeks	
	except that the <i>defect correction period</i> for	outages is 8 weeks	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is	Between the 25 <sup>th</sup> day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	30 days on approval of the invoice.	
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 and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.	



<b>6</b>	<b>Compensation events</b>	
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><b>On construction site</b></p> <p><b>the cumulative rainfall (mm)</b></p> <p><b>the number of days with rainfall more than 10 mm</b></p> <p><b>the number of days with minimum air temperature less than 0 degrees Celsius</b></p> <p><b>the number of days with snow lying at 09:00 hours South African Time</b></p> <p><b>and these measurements:</b></p> <p><b>South African Weather Bureau</b></p> <p><b>Nearest weather station of the South African Weather Services closer to site</b></p> <p><b>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Employer</i></b></p>
60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	<p><b>As stated in Annexure A to this Contract Data provided by the <i>Employer</i>.</b></p> <p><b>Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.</b></p>
<b>7</b>	<b>Title</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> <li>1. Inclement weather</li> <li>2. Resident Complaints</li> <li>3. Theft and vandalism</li> <li>4. Political Unrest</li> <li>5. Local Business Forum</li> <li>6. Community Unrest</li> </ol>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p><b>as stated for "Format A" / "Format B" / "Format Dx" {choose the applicable format then delete the others and delete this note} available on</b></p> <p><b><a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></b></p> <p><b>(See Annexure B for basic guidance)</b></p> <p><b>Annual Contractors All Risks Insurance Policy ESK2019/20 ACAR</b></p>
84.1	The <i>Employer</i> provides these additional insurances	<b>as stated for "Format A" / "Format B" / "Format Dx" {choose the applicable format then delete the others</b>

and delete this note) available on  
[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)  
(See Annexure B for basic guidance)  
**Annual Contractors All Risks Insurance Policy  
ESK2019/20 ACAR**

84.1	The <i>Contractor</i> provides these additional insurances:	<b>as stated for “Format A” / “Format B” / “Format Dx” {choose the applicable format then delete the others and delete this note) available on <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure B for basic guidance)</b>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor’s</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).</b>
<b>L9</b>	<b>Termination</b>	As per core clauses sections 9,NEC ECC, including transgression of the Eskom Life Saving rules and contravening Eskom policies ,procedures, guidelines and continuous disregard of Non Conformance
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with bill of quantities</b>	
60.6	The <i>method of measurement</i> is	<b>Assessment on the work done</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.</b>

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	[•] KZN in 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	Applicable		
X1.1(a)	The <i>base date</i> for indices is	1 month prior to Tender Closing Date		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	The rates will be fixed and firm for the first 12 months and thereafter adjustable		
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.		
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	section  1	Description  As agreed upon the accepted construction programme	Amount per day  As agreed upon the accepted construction programme
	Remainder of the <i>works</i>			
	The total delay damages payable by the <i>Contractor</i> does not exceed:	R 5,000.00 per day from project completion date Outage late start R1000 per hour Outage late finish R1000 per hour Outage cancellation R1000 per hour of the outage duration		
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill & care	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
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:	The sum of the loss as a result of any action arising by any negligent act by any person under the contractor's employ or any person performing work under the direct supervision of the contractor		
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 described in the insurance policy format selected in the data for clause 84.1 above, which policy is available on ESK2019/20 ACAR		

X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	<p>The greater of</p> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus R15M first amount payable in terms of the <i>Employer's</i> assets policy.</li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>• Defects due to his design which arise before the Defects Certificate is issued,</li> <li>• Defects due to manufacture and fabrication outside the Site,</li> <li>• loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<p>(i) 7 years after the <i>defects date</i> for latent Defects and</p> <p>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</p> <p>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. 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>

<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 to Z12 always apply.</b>
<b>Z1</b>	<b>Cession delegation and assignment</b>	
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.	
<b>Z2</b>	<b>Joint ventures</b>	
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Project Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
<b>Z3</b>	<b>Change of Broad Based Black Economic Empowerment (B-BBEE) status</b>	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Project Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Project Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.	
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.	
<b>Z4</b>	<b>Confidentiality</b>	
Z4.1	The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.	
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Project Manager</i> .	
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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.

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

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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.

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

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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.

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

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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.

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**Z8 Notifying compensation events**

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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”.

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<b>Z9</b>	<b><i>Employer's limitation of liability</i></b>
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the <i>Employer's</i> liability under the indemnity is limited.
<b>Z10</b>	<b>Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":</b>
Z10.1	or had a business rescue order granted against it.
<b>Z11</b>	<b>Addition to secondary Option X7 Delay damages (if applicable in this contract)</b>
Z11.1	If the amount due for the <i>Contractor's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the <i>Employer</i> may terminate the <i>Contractor's</i> 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.
<b>Z12</b>	<b>Ethics</b>
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 <i>Contractor</i> 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 <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors 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.
Z 12.1	A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
Z 12.2	The <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Works if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 Works for this reason.

Z 12.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Works for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3.

Z 12.4 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.

Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

The *Employer* may terminate the *Contractor's* obligation to Provide the Works if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices. Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

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

## **Annexure B: Insurance provided by the Employer**

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

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

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

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

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

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

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

In the case of contracts / packages within a project:

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



- For a contract / package of R120M which is part of a R350M project Format A will apply;

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

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

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

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

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

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

## C1.2 Contract Data

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

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	<b>Not Applicable</b> <b>Not applicable</b>
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>
<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	<b>Rands</b>
11.2(31)	The tendered total of the Prices is	<b>Rates based contract</b>

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

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option B	3
C2.2	The <i>bill of quantities</i>	33

## C2.1 Pricing assumptions: Option B

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

It is a requirement of the contract that the work shall be carried out in a manner which is most economical on materials. Unless otherwise indicated by the Employer, the tendering Contractor is required to use the shortest practical route for all conductors, subject to restrictions of the specification and good electrical practice.

It is a requirement of the contract that the work shall be carried out in a manner which is most economical on materials. Unless otherwise indicated by the Employer, the tendering Contractor is required to use the shortest practical route for all hardware items, subject to restrictions of the specification and good electrical practice.

## C2.2 The *bill of quantities*

Standard rates will be discussed with successful suppliers after evaluation

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	This cover page	1
C3.1	<i>Employer's Works Information</i>	17
C3.2	<i>Contractor's Works Information</i>	
	Total number of pages	

## C3.1: EMPLOYER'S WORKS INFORMATION

### C3.1 Works Information

#### Section 1

The provision of supervision, labour, plant, equipment, material and transport of the quick response projects in the KZN OU.

- 1.1 The Works for this NEW Engineering and Construction Short Contract consists of various types of electrical reticulation covering new supplies, increases, decreases, meter moves, line deviations, tariff changes, street lighting and infills work in the KZN Operating Unit.
- 1.2 The Contractor shall carry out the testing as required in term of the Occupational Health and Safety Act, Act 85 of 1993 and complete the Compliance Certificate. The original must be handed to Eskom and a copy left at the point of supply

#### 1. Description of the *works*

#### 1.3 The work comprises

##### a) LV Overhead Supplies

Construction of LV overhead lines including the installation of LV fuse units, wooden poles, LV stays, bundle conductors, pole top boxes, pole mounted kiosks, data concentrators, smart meters, concentric cable, readyboards.

##### b) LV Underground Supplies

Construction of LV cables including the installation of ground mounted kiosks, data concentrators, earthing, smart meters, circuit breakers.

**NB: Except for 20A readyboards, the compliance certificate will be the customer's responsibility (60A or more)**

**In cases of smart meter installation, the contractor will be required to attend and complete the required training as stipulated by Eskom with regards to the installation and commissioning of the relevant metering systems prior to being awarded the task orders associated with this task.**

##### c) MV Overhead Supplies

Construction of MV Overhead lines including the installation of wood poles, MV Stays, bare conductors, pole mounted transformers, pole mounted section breakers, pole mounted voltage regulators, earthing, pole mounted kiosks and meters.

##### d) MV Underground Supplies

Installation of MV cables including installation of Ring Main Units, Minisub stations, CT/VT units earthing, metering kiosk, meters.

##### e) Street Lighting

Comprising installation of wooden poles, LV stays, bundle conductor, pole top boxes, light fittings, and lamps.

**f) Meter Moves**

Involving the removal of meters, ready boards, concentric conductor, LV cables, metering kiosks and re-installing in a different location.

**g) Line Moves**

Involving the dismantling of existing MV or LV lines, construction of new lines on a different route.

**h) Increase in Supply**

Involving the upgrading of MV or LV lines or cables, transformers, minisubs, metering kiosks, meters and/or circuit breakers.

**i) Decrease in Supply**

Involving removal and replacement of metering kiosks, meters and /or circuit breakers.

**j) Tariff Changes**

Involving removal and replacement of metering kiosk, meters and /or circuit breakers.

**1.3.1** The Contractor is responsible for all arrangements and interface with Eskom Call Centres.

**1.3.2** The Contractor is responsible for any loss and damage and return of Eskom material.

**1.3.3** The Contractor is to ensure compliance with the following:

- a) Wireman's license (Single Phase Tester, Installation Electrician or Master Electrician)
- b) Department of Labour registration as Electrical Contractor
- c) Operation Regulation for High Voltage System
- d) MV and LV authorisation (Eskom accreditation)
- e) Construction Industry Development Board (CIDB) registration
- f) CIDB registration

## **1.4 Limitations on the Contractor's performance of the work**

**1.4.1** Additional safety regulations)

Work on any live networks shall be done according to Eskom regulations.

**1.4.2** All generating equipment and test instruments necessary for the proper testing of the Works shall be supplied by the Contractor, and before any tests are to be performed, the Contractor must indicate to the Project Manager, to allow him to witness the tests.

Should existing services interfere with the provision of the Works, the contractor is required to inform the Project Manager immediately in order to obtain further instructions.

The Contractor shall be liable for the costs involved to repair any damage inflicted by the Contractor or his personnel upon existing services pointed out by the Project Manager. For all other existing services not pointed out by the Project Manager, the Employer and the contractor shall share the risk. Such repairs may not be undertaken by the Contractor, since the existing services may still be under guarantee and any interference by the Contractor with such services may nullify such guarantees. All damage shall therefore be reported to the Project Manager or his authorised representative who will arrange for the repairs of such damage through the Employer or his authorised representative for civil services.

The Contractor is however strongly advised to insist on written quotations in respect of repairs to damage prior to the undertaking of such repairs.



Meetings held at the Project Manager's discretion shall be attended by the OWNER OF THE COMPANY.

1.4.3 A responsible person is to be appointed in terms of the Occupational Health and Safety Act, Act 85 of 1993. Copies of the appointments must be handed to the Project Manager prior to commencement of the project.

## **1.5 Survey**

1.5.1 Eskom's Survey Department or an approved contract surveyor shall select, set out, and peg, the most cost effective and practical line routes for the service connection cable.

1.5.2 The Contractor shall provide Eskom with one set of signed "as built" drawings showing additions or changes to MV and LV line route, type and location of structures, sizes of poles, distance between structures, the location of any houses not indicated on the digitised maps.

1.5.3 Stand boundary pegs may not be available everywhere on site and in such cases the Project Manager's confirmation shall be obtained, after which fence boundary poles may be used for setting out of the works. All pole positions determined in this manner shall be approved by the Project Manager prior to commencing with excavations.

1.5.4 Pegging of the overhead line pole positions is the surveyor's responsibility and pole positions must be approved by the Project Engineer.

1.5.5 Deviation from the surveyed MV or LV line route shall only take place with the written approval from Eskom's Project Manager.

## **1.6 Line Route Clearing**

Servitude clearing is strictly not allowed in this contract

## **1.7 Precautions against Damage**

1.7.1 The Contractor shall take all precautions for the protection of life and property of or in connection with the Contract Works until Eskom shall have taken over the Contract Works.

1.7.2 Particular care shall be taken to avoid damage to crops or private farm roads, littering of the veld or starting veld fires.

1.7.3 Special precautions as directed by Eskom's Site Supervisor shall be taken where the transmission line being constructed under this contract follows a route parallel and adjacent to existing transmission lines.

1.7.4 The Contractor shall be held liable for all damage arising from negligence of the part of his servants. 1.7.5 It is imperative to retain the goodwill of the farming, local and the general public and Eskom will insist that they do not disturb harmony in the area concerned.

## **1.8 Access and Use of Roads**

1.8.1 Where possible, access shall be from intersecting or adjacent public roads and then along the way leaves. Maximum use of existing roads and tracks on private property is encouraged provided the necessary permission is obtained.

1.8.2 Should the Contractor use private roads and tracks as access to the site of work, they shall be suitable maintained by him at all times at his expense and upon completion of the work left in at least the original condition.

1.8.3 Access will not necessarily be continuous along the line and the Contractor must therefore acquaint himself with the physical access restrictions such as rivers, railways, motorways, mountains, etc., along the lines as no claims will be considered arising from restricted access.

1.8.4 Where necessary the Contractor shall provide access to construction sites. Such access shall be constructed in positions to be decided jointly by Eskom's Project Manager and the Contractor.

1.8.5 The access shall provide temporary access for construction purposes only and shall not be surfaced or constructed on a permanent foundation.

1.8.6 Where access has caused damage to cultivated farm lands by excessive compaction etc., the lands shall be rehabilitated by deep sub soiling. This work shall be carried out as directed by Eskom's Project Manager.

## **1.9 Gates**

1.9.1 Attention is drawn to the Fencing Act, No. 31 of 1963, as amended, in particular with regard to the leaving open of gates and the climbing, crossing, wilful damage or removal of fences.

1.9.2 All vehicles shall pass through gates when crossing fences and the Contractor will not be allowed to flatten fences temporarily for the purpose of driving vehicles across them unless agreed in writing with the customer.

## **1.10 Communication**

1.10.1 Site meetings will be held as arranged by the Project Manager in which the Contractor will be required to submit details of his performance, material requirements, resources on site and take overs, including submission of necessary documents.

1.10.2 The Contractor's Site Representative shall be able to communicate satisfactorily in at least one of the official languages. He shall obtain permission from Eskom to delegate his duties temporarily whilst being absent from site. He shall be responsible for all activities carried out on site in terms of the Occupational Health and Safety Act, Act 85 of 1993.

## **1.11 Casual Labour**

1.11.1 If the contractor makes use of local or casual labour, he shall keep a Photostat of the persons I.D. document(s) in the site office.

1.11.2 Pay sheets indicating payment rate and payment period worked shall be kept in good order in the site office. These shall be cross referenced to the I.D. documents referred to in Clause 1.11.1.

1.11.3 All casual or local labour shall sign (or mark their mark) to verify receipt of payments from the contractor for services rendered.

1.11.4 Any disputes between local or casual labour and the contractor must be reported to the Project Manager with 24 hours of the dispute arising. Dismissals, redundancies or retrenchments are considered as disputes for the purposes of this clause.

1.11.5 The Contractor is solely responsible for the resolution of any disputes or problems that may occur between himself and his staff; permanent, casual, local or former staff of any category. Eskom shall in no way be bound by agreements entered into between the Contractor and any category of his staff.

1.11.6 The Contractor shall advise all local or casual staff, by notice written in English, Afrikaans and Zulu, that he does not represent Eskom, nor in anyway binds Eskom in the area of their employment. A signed (or marked) copy of this notice, clearly indicating the employees name and I.D. number shall be kept in good order in the site office.

1.11.7 All records and notices referred to in Clause 1.11 shall be subject to inspection by the Project Manager.

## **1.12. Site Access Certificate and Site Closure.**

1.12.1 No construction of the works or operations of any sort shall begin prior to the contractor receiving a Site Access Certificate from the Project Manager.

1.12.2 If in the opinion of the Project Manager, a breach of, or deviation from the conditions of the contract has occurred of such a severity so as to endanger, public safety, equipment and plant integrity, Eskom's public image or the legality of the site, he shall notify the contractor of the breach or deviation, the corrective action required, as well as the time period within which the corrective action is to be carried out. If after this period, the breach or deviation still exists, the Project Manager shall notify the contractor in writing that the site is closed, and the Site Access Certificate is revoked.

1.12.3 No works or operations of any kind are allowed on a closed site. This does not prevent corrective action as envisaged in Clause 1.12.2 from taking place.

1.12.4 The time period during which the site is closed in terms of Clause 1.14.2, shall not affect the completion date, unless the Project Manager deems that the circumstances giving rest to the breach or deviation were beyond the reasonable control of the contractor.

1.12.5 Site closure does not constitute a compensation event as envisaged in Clause 60 of Part 1 (General Conditions) of this contract.

### **1.13 Contractor Training and Accreditation**

Contractors must ensure that they receive the necessary Eskom Training and Accreditation before commencement of any work.

Eskom Training and Accreditation undertaken to date are as follows:

- 1) Pre-formed Products
- 2) MV and LV Networks
- 3) Mersey Accreditation

### **1.14 Contract or Incidents and Fatalities**

Eskom KZN Operating Unit has an approved procedure which provides employees/contractors with guidance regarding the management of incidents. This is a business procedure that requires all employees/contractors to adhere to and comply with.

Any incident that occurs within the business should be communicated using the flash report found in this document.

The flash report should be completed and reported within 24 hours to the following: Project Manager:

Mrs Nonhlanhla Cele  
25 Valley view road  
New Germany  
Durban  
3620

## **SECTION 2. Services & Equipment and other things supplied by the Employer**

### **2.1 Services & Equipment**

No services and equipment will be supplied by the Employer.

Eskom will be responsible for the planning of the MV and LV line routes, for obtaining way leaves and for the obtaining of approvals from the relevant authorities.

**PHOTOGRAPHY** - In some cases drawings will be supplied in the form of orthophoto plans (aerial photo background) or a digitised plan (derived from aerial photography). The line drawings may also be plotted on aerial photographs provided by the land owners.

**SURVEY AND DRAWINGS** - Eskom will survey all MV lines and provide the required detail plans and placed pegs. The pegs will indicate the pole, stay wire and centreline positions in the field. Where deemed necessary by Eskom the same shall apply to LV lines, however, where the position of LV lines is not critical and the setting out may be done by simple means (tape measure and sighting rods) only a rough sketch plan will be provided. This plan will show the required structure types and span lengths.

### **2.2 Plant & Materials**

#### **2.2.1 Plant**

No plant will be supplied by the Employer

#### **2.2.2 Materials**

Materials required for the construction of the lines, service connections and items as delegated by Project Manager will be provided by Eskom with the following EXCEPTIONS: Consumable items (ie. hacksaw blades, drill bits, cleaning material, protective clothing, etc) normally used in work of this nature.

**2.2.2.1** All material received shall be neatly stored in clearly defined areas to reduce damage and facilitate checking of quantities and quality. Receipt slips shall be forwarded to Eskom on collection and a record shall

be kept on site of the total quantities of material received. Such records will be subject to audit by Eskom. Eskom will not be held responsible for any construction delays resulting from loss of material.

2.2.2.2 Materials supplied by Eskom will be collected from Eskom's Operational Section Store (Regional Distribution Centre "RDC").

2.2.2.3 All surplus material (Eskom supply), including off-cuts of phase and earth conductors shall be collected by the Contractor on completion of each project and returned to Eskom's Operational Store (Regional Distribution Centre "RDC").

2.2.2.4 Loss, theft or damage to material supplied by Eskom while under the Contractors control shall be for the account of the Contractor. The risk in the material shall pass from Eskom to the Contractor on receipt by the Contractor.

2.2.2.5 The Contractor shall have no claim against Eskom in respect of the delay and disorganisation of work due to late deliveries of materials to Eskom's Store or railheads for reasons beyond the control of Eskom.

2.2.2.6 It is the Contractors responsibility to ensure that delays in deliveries of materials are brought to the notice of Eskom's Project Manager immediately.

2.2.2.7 The Contractor shall maintain a record of material receipts, on hand and where used at the storage premises at all times.

2.2.2.8 The Eskom Project Manager shall be allowed free access to audit and inspect such site stores.

2.2.2.9 The Contractor shall ensure that all materials required for the completion of the Works, shall be timeously ordered and delivered. A minimum of 14 (fourteen) days' notice on a detailed Annexure F form is required by Eskom for the preparation of each batch of materials to be delivered. The Contractor will nevertheless compile a detailed delivery schedule depicting types and quantities of materials and the dates on which such materials should be available for collection.

2.2.2.10 The Contractor shall note that materials shall be specified in terms of standard assembly drawings as contained in the Eskom's Distribution Standard. Quantities of LV cable required shall be based on the nett required for stringing between poles. Cables and conductor required for jumpers shall be taken from off-cuts.

2.2.2.11 The Contractor shall nominate a responsible person for receiving of material from Eskom Stores. The nominated person shall collect materials personally and shall present identification to Eskom's requirements.

2.2.2.12 The Contractor shall submit his material requirements as set out above to the Project Manager. The Project Manager will submit the material order to Eskom's Store for preparation where the Contractor shall be required to sign for the correctness and acceptance of each order.

2.2.2.13 At the end of the contract period, all Eskom supply surplus material and scrap shall be returned to Eskom's Operational Store(s) using IM 104 once prior arrangements with RDC have been made.

2.2.2.14 No person shall be allowed or permitted access to the material storage area without the written consent of the Project Manager.

2.2.2.15 The Contractor shall not release any material received by his store to any person, including Eskom personnel, without the written permission of the Project Manager. In the event of such permission being granted, date, time, quantity and recipient shall be noted, and signed for the person removing the material.

### 2.2.3 *Contractor Supplied Material (End User, S&I)*

The Employer will specifically instruct the contractor to supply additional material requirements as per the Bill of Quantities. All materials offered are to conform to the Eskom Buyer's Guide Part 9, and shall be new and of the best quality and they are to be procured from Eskom Qualified Suppliers.

Material options will be determined in accordance with the Distribution Standard packages. Where specific site circumstances require non-standard material application and/or due to shortcomings of the standard packages, the designer / Project Manager / contractor shall develop "ad hoc" packages and submit these to Eskom Standards Implementation Department (Group Technology) for approval before implementation.

The Contractor shall ensure that all buyout material is approved by the Project Manager or his representative for each Jacket/Task order received prior to purchasing the material.

For any material purchased a minimum of two quotes from different suppliers are required and are to be submitted to Eskom for a quote approval and the handling fee will be paid as follows:

R1-R1000, + 10% Handling fee  
 R1001- R10 000,+5% handling fee  
 R10001- R50000,+3% handling fee  
 R50001 and above +2% handling fee

### 2.2.4 **Marked Conductor**

In addition to the Buyer's Guide, all bare conductor should be marked in accordance with the ESKOM standard i.e. "SPECIFICATION FOR PHASE CONDUCTOR FOR DISTRIBUTION LINES AND SUBSTATIONS", reference 240-75521456.

- Only marked conductor may be used on Eskom projects.
- Marked conductor may only be obtained from the approved manufacturers (list available on request from Eskom procurement office).
- Tenderers base their tenders on conductor prices as obtained from the approved manufacturers.
- The tenderers provide for waste and off-cuts in their tenders.
- The successful tenderer (contractor) procure marked conductor from an approved manufacturer, on behalf of Eskom.
- Eskom will maintain ownership of the marked conductor at all times.
- Conductor manufacturers may sell marked conductor only to those contractors who can prove that it will be used on Eskom projects. Eskom will provide such contractors with the necessary proof, indicating the name of the project and the quantities required.
- The contractor provides for the necessary transport arrangement to deliver conductor to site.
- Eskom pays the contractor in accordance with the contract, and the contractor pays the supplier in accordance with their agreement.
- The contractors arrange for returning unused marked conductor to the supplier, should there be any.
- The contractor returns all waste and off-cuts to Eskom.
- An accredited Distributor may only be included in the supply chain if we have received confirmation from the Eskom approved Manufacturer of the following:
  - The Distributor is an approved/ accredited Distributor of the Manufacturer.
  - No marked conductor will be sold to anyone without a letter being presented to the manufacturer.
  - Marked conductor will be delivered directly to the contractor/ site.
  - No marked conductor may be at the premises of the Distributor.
  - The Distributor merely arranges the deal, and the process as currently being applied, remain, unchanged.

## **SECTION 3. The Programme**

### **3.1 The Contractor is to complete each stage of work defined below as follows:**

#### **3.1.1 Commencement**

3.1.1.1 The Contractor shall commence the work within a period to be determined by the Project Manager appointed by the Employer which period shall not be less than one (1) day and not more than three (3) days after receipt of the Project Manager's instruction. Thereafter the Contractor is to be available to commence work on receipt of site instruction within 48 hours.

3.1.1.2 The Contractor is to be available to carry out work on Monday to Sunday inclusive.

3.1.1.3 The Contractor is to ensure that a fax line is available at all times to receive fault report details from Eskom. Acknowledgement by return of fax on receipt is required.

#### **3.1.2 Completion of Work**

3.1.2.1 The Contractor shall complete the work as per task order which date shall be decided by the Project Manager.

3.1.2.2 The Contractor will be responsible to issue an installation certificate for 20Amp suppliers as stipulated in the Government notice number R2920 as published in the Government Gazette Number 14350 of 23 October 1993. The contractor shall within 24 hours of completion of the work to submit signed hand overs to the Project Execution Department.

### **3.2 The following statutory and non-working days are included within the Contract period:**

All Sundays, All Public Holidays according to South African Law

The contractor should get authorization from area Project Co-ordinator to work over the weekend and public holidays (to attend on outages and collection of material from stores).

The following will be applicable on the rates:

Work performed on a Saturday will be paid at 1 and 1/2 times

Work performed on Sunday and public holiday will be paid at 2 times

The above rates will not be applicable if the contractor does not have authority from the area Project Coordinator to work on the above days.

### **3.3 Actual Completion of the whole of the Works will be on completion of the final stage.**

The total area must have been cleared of loose pieces of material and soil that has been removed from excavation. Marked-up as-built drawings must be supplied on hand-over of any works to Eskom by the Contractor.

A complete reconciliation of all material installed and returned per network shall be provided, as will a complete list of material purchased and/or received from or on behalf of Eskom.

### 3.4 Assessment stage completion (except the last Stage)

A stage will be regarded as complete when it is energised. All material must have been erected, visually inspected and tested. This test shall include continuity, isolation, phase rotation and earth resistance measurements according to Eskom's requirements. This includes medium and low voltage networks and all related material up to and including house service installation.

- a) Transformer to be meggar tested after installation with a 5kV Meggar Tester.
- b) Earth resistance of the transformer installation shall be according to Eskom's Earthing Standards: Reference 240-130615754.
- c) Pressure tests the Intermediate Voltage Network for continuity using a 380V generator.
- d) The Intermediate Voltage Network insulation resistance shall not be less than 1 M Ohm.

The total area must have been cleared of loose pieces of material and soil that has been removed. Marked-up as-built drawings must be supplied on hand-over of any work to Eskom by the Contractor. A full list of structures and line lengths per network must accompany the as-built drawings.

### 3.5 Progress reports

Progress will be reported electronically in the format attached on every Tuesdays and Fridays between 7h30 and 12h00. NB no jobs will be issued if contractors do not comply with the above.

### 3.6 Payment/ invoices

All invoices must be submitted within forty eight hours (48hrs) after the completion of the works (handover signed). The following documentation must be included on the return of each jacket, failure to do so the Project Manager will not process payment due and no jobs will be issued.

- A) Field Services verification sheet
- B) Hand over
- C) Pre-Job Plan
- D) Quality Assurance check list
- E) Material recon suppliers invoice= Buy-out instructions
- F) GR/GI slips (material received from Eskom stores)
- G) Material return to stores sheet (IM104)
- H) Sag charts (lines >200m)
- I) Certificate of compliance
- J) As-Built drawings
- K) Site instructions
- L) Photographs (old and new meter readings)
- M) Google Maps (depicting route claimed)





NB: Items not required to be filled in, should still be returned as blank.

#### 4. Drawings








Drawing number	Revision	Title
Distribution Drawings shall be issued to the contractors with each purchase order		


#### Acceptance of Eskom SHEQ Policies and Procedures

The attached documents form part of this legal binding contract, the *Contractor* confirms that he has familiarized himself with all the embedded documents from 1 to 25 as indicated

No	UNIQUE IDENTIFIER	REVISION	DOCUMENT TITLE
1	32 - 727	0	SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ) POLICY 32-727
2	32 - 136	0	CONSTRUCTION SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT
3	ESKOM LIFE SAVING RULES	1	ESKOM LIFE SAVING RULES 240-62196227
4	CONSTRUCTION REG 3		NOTIFICATION OF CONSTRUCTION WORK TO DEPARTMENT OF LABOUR
5	CONSTRUCTION REG 4 & 5		APPOINTMENT LETTERS FOR CLIENT REPRESENTATIVE, PRINCIPAL CONTRACTOR & CONTRACTOR
6 & 7	OHS ACT	1	WRITTEN AGREEMENT ON OHS ACT SECTION 37(2) & STANDARD CLAUSE
8 & 9	34 - 1063	0	EXPANDED PUBLIC WORKS REPORT 34-1063.  10_34-1063 EPWP Works Instruction.pd  11_EPWP Guidelines Second edition 2005.  Eskom EPWP report template rev 7.xlsx
10	<a href="#">DST 34-961</a>	0	LEGAL APPOINTMENTS AND AUTHORIZATIONS  13_Legal Appointments and Au
11	TPC 41-55		TRANSPORTING PERSONS ON BACK OF VEHICLES



			 14_Transporting of Passengers on the b
12	LTIR	MASTER	<b>LOST TIME INJURY REPORT</b>  LTIR Master.xls
13	Contractor Performance Evaluation	MASTER	 Single Evaluator Template for Contrac
14	Supplier Contract Quality Requirements	MASTER	
15	Hard Hat Specifications OHS 01/12/	MASTER	 OHS 01 12 Hard Hat Specifications.pdf
16	Identifying, Analysing, Documenting and Observing Tasks according to Criticality.	REV 1	 DPC_34-380.pdf
17	Health & Safety Representatives inspection reports and guidelines	REV 1	 DPC_34-228Health_ Safety_REp.pdf
18	Work at Heights Procedure	REV 1	 32-418 Work at Height Procedure.pdf
19	SHE Requirements for the Eskom Commercial Process	REV 1	
20	COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020		

21	Vehicle Safety	REV 0	
22	32-95 Environmental Occupational Health and Safety Incident Management Procedure	REV 5	
23	Risk Audit System Template	REV 0	 Audit Input Form Contractor RM 29 Sep

## General Specifications

- 1) The latest DDT Eskom Standards, Technical Bulletins and Engineering Instructions are to be used. 2) The quality of work is to be audited by the contractor, before being inspected by the Project Manager or his representative.
- 3) The contractor will provide a suitable site store and office as required by Eskom.
- 4) Supply and erection of all MV & associated equipment as per the Schedule of Quantities. 5) Supply & install structure labels & danger labels as per the Eskom Standard.
- 6) Supply & install new stay assemblies as per the latest DDT0312 & 0313.
- 7) Supply & install anti-climbing devices as per Eskom Standard.
- 8) Supply & insulate jumpers correctly to the latest Eskom standards. All jumpers to links and transformers to be installed with LDPE, UV Stabilized PVC black pipe. Include crimps.
- 9) Supply & install Road Crossing kits where road crossings exist.
- 10) Ensure that the minimum required clearance between jumpers and any earthed points are met and is as specified by the relevant Eskom MV standards & OHS Act.
- 11) All insulators must be of 31mm/kV creepage.
- 12) Allow lead time for customer notification by the Customer Network Centre (CNC) before the outage, with an outage request form being filled out and an alternate date being set. Ensure sufficient trained teams are present to work under outage conditions with trained and experienced Supervisors.
- 13) Unused holes, poles or cross arms must be suitable plugged using creosoted dowel rods (DDT3219).
- 14) Contractor must ensure that the Overhead MV and LV conductors are sag and tensioned as per Eskom Standards using calibration lifting gear eg. Dynamometer.
- 15) All crimping must be done by a competent person and shall comply to the latest Eskom standard and specification.
- 16) Contractor to ensure that the correct ties are used on lines. (ie. twin/top etc)
- 17) Jumpers to auxiliary devices must not be greater than 2m due to the risk of clashing conductors. 18) Due to the break and build nature of the project and associated the limited time frames, regarding outage duration, an adequately qualified & trained safety officer must be present at all times. Work will be required in close proximity to live conductors and hence the Contractor must ensure full safety compliance at all times. 19) The contractor is to ensure minimum requirements regarding registrations Wireman's License, Department of Labour registration as Electrical Contractor, Operating Regulations for High Voltage, Mersey Training Accreditation or MV/LV Line Construction Training, fully qualified and experienced supervisors. 20) All materials supplied/offered are to conform to the Eskom Buyers Guide Part 9 and are to be procured from Eskom Qualified Suppliers, and shall be new and of the best quality. Any deviation or variance to this must be approved by the consultant & Eskom Standards Implementation, after a written request, prior to implementation. Where specific site circumstances require non-standard material and/or due to shortcomings of the standard package, the designer/contractor shall develop "ad hoc" packages and submit these to Eskom Standards Implementation Department for approval before implementation.

- 18) Excavations: Contractors must make themselves fully aware of the soil conditions during the tender process.
- 19) All old material must be removed, loaded, transported, offloaded and safely & neatly stacked rolled up in cable drums in the Site Camp and then to the Eskom Asset Disposal Officer at New Germany. A Return to Stores form (IM104) must be signed & forwarded to the Consultant.
- 20) The relevant safety procedures must be followed regarding staff /personal and animals. No metal or foreign objects must be left after completion of the relevant structure. The contractor must not damage the surrounding environment and vegetation. Local farmers and landowners must be consulted before entering private property.
- 21) During the site audit poles were identified that could possibly be rotten or in a bad condition. Such poles must be replaced and the soil compacted, as per the Eskom DDT Standard. All wooden poles, cross-arms, conductor and metal parts must be approached with extreme caution and deemed to be rotten or corroded and thus always suitably supported and analysed prior to work being conducted on them.
- 22) Phasing is the contractors' responsibility before and after task completion. Reverse phasing and incorrect connection of conductors will be for the Contractors account. Voltages must be verified prior to switch on. Any damage is for the contractors account.
- 23) Any damage to customer equipment is for the contractors account.
- 24) The Contractor must analyse drawings and recommended alternative solutions prior to the outage or during the tender process, if required. Any anticipated problems must be clearly detailed and priced under "additional items required" in the Bill of Quantities. The alternatives will be checked and if found technically and financially acceptable, approved for construction by the Consultant.
- 25) Payment is only made for installed material and hence adequate Construction program is of vital importance.
- 26) The Contractor must ensure that all persons on site have PPE at all times.
- 27) Any damage to existing services shall be made good by the Contractor at his own expense and to the approval of the Project Manager.
- 28) The supply and installation of 15m of 3/3.35x1100MPa steel wire for a BIL for each pole structure as per Eskom specification, including bonding of existing X-arms. Existing MV structures not to the present BIL standard must be brought up to standard. Refer to DDT0310 - and 03TB034 regarding insulation coordination and bonding for wooden poles.
- 29) No mechanical drilling of excavations may be carried out under live MV / LV unless approved in writing by Eskom.

#### **4. Constraints on how the *Contractor* Provides the Works**

##### **4.1 Quality Plan**

All work and finishes are subjected to ESKOM's quality control and acceptance to all trades. All work is to be done as per Eskom's specifications.

- The Contractor is required to have the necessary competency and certification (e.g. HV Regulations) to do the works required on the Task Instruction.
- The Contractor is to be accredited by Eskom.
- All Contractors are to have a valid e-mail address, which will be used as the preferred medium for general correspondence e.g. notification of meetings etc.
- All Contractors are to have a current Eskom Operating Authorisation from the relevant Field Services Centre Managers (FSCM) in whose area the works is done. Should this expire during the duration of the contract, no further work will be issued to the Contractor until such time as the authorisation has been renewed.

##### **Access to the site**

- The Employer will provide the Contractor with an Access Certificate to formally provide access to the site and works implementation.
- The Contractor shall ensure that he is familiar with conditions of access roads and sites as well as subsurface conditions prior to tendering and to include this in his pricing.

## **Interaction with Customers/ Parties affected**

- The Contractor shall be responsible for negotiation with customers with regard to use of access routes on farms etc.
- The Contractor will be responsible for negotiation with land or business owners and / or the Local Authority with regard to the works.
- The Contractor will be responsible for external disputes which may occur with regard to the works.
- The Contractor is required to make all the necessary arrangements with the Local Authorities for road crossing structures and removal thereof, e.g. Removal of pavements, thrust boring under roads, way leaves, etc.

## **Carrying out the works**

- The Scope of "Works" is an extension of the drawings, specifications and bills of quantities listed. The Contractor shall notify the Employer of any discrepancies before commencement of the works • The onus is on the Contractor to obtain the latest revision of standards applicable.
- The Contractor is required to provide all labour, plant, equipment, loose tools, consumables and transport for the duration and completion of the project unless alternatively requested.
- Contractor to provide summary of all costs for the execution of the works of the complete project.
- The Contractor must immediately notify the Employer in writing of scope and site variations.
- The Contractor will report all obstacles on site that could impact negatively on time and cost in writing to the Employer.
- Contractor to clear and de-establish total site on completion of proposed works.
- Contractor is required to clear and cart away rubble and surplus works

## **Rates**

Only Eskom approved are applicable – refer to Standard Rates accepted and attached to the NEC3 Engineering and Construction Short Contract.

## **Weekly reports**

Contractor will submit a weekly report indicating the project status.

- The Start and Completion date must be agreed upon prior to signing the Task Order. Late completion may result in penalty clause being applied as per contract document.

## **Performance Management**

The Contractor's Performance will be assessed in accordance with a Performance Appraisal Process.

## **LEGAL COMPLIANCE GUIDE IN COMPLIANCE TO CONSTRUCTION REGULATION**

- No task will be allocated to contractors whose registration and good standing with the compensation commissioner is not valid and not in order.
- Provided in the standard rates are costs of Health and Safety (attached)

## **Health and Safety Management**

The Contractor shall comply with:

- The Occupational Health and Safety Act, 1993, and all regulations made there under as per the standard clause A1, stipulated on page 4 of this contract.

- The Construction Regulations, 2003.
- The Health and Safety Requirements of the Employer more fully set out in Distribution Standards 24077471499 (The Contractor will sign the attached pages of the specification as acknowledgement of receipt and adherence)
- All Eskom Safety and Operating Procedures as outlined in the ORHVS (Operating Regulations on High Voltage Systems) and the standards attached to this document.

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

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

The Contractor shall ensure that a team member of the Contractor is authorized as a Responsible Person in terms of the ORHVS. This includes the completion of all the pre-authorization training required for ORHVS Responsible Person (at the Contractor's expense) as detailed in Distribution Standards 240-77471499. The Responsible Person shall supervise the works at all times and be available to take permits where necessary. The Contractor shall ensure that the Responsible person completes a training logbook (as per distribution standards 240-77471499) and arrange with the appropriate Eskom representative for evaluation of the authorized person prior to the Construction start date. This needs to be arranged by the Contractor. The Contractor shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall:

- Supply the Eskom Safety Officer with copies of minutes of all Health and Safety Committee meetings (if relevant), on a monthly basis.
- Supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto - to be handed over to the Employer prior to construction start. Eskom may, at any stage during the currency of this agreement, be entitled to;
- do safety audits at the Contractor's premises, its work-places and on its employees;
- refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act
- issue the Contractor with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to in 1 above by the Contractor or any of its employees, sub-contractors or agents.

No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the Contractor to claim any additional costs incurred in complying therewith from Eskom.

An authorized Eskom representative will be on site for regular site visits to monitor the Contractor's implementation of health, safety and quality Standards.

The works to be enclosed with chevron barricade tape supplied and installed by the Contractor and set out by the Employer.

The Contractor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above which includes but is not restricted to ORHVS training courses, etc. The Contractor shall adhere to the Standard on Working Clearances at MV Structures with pole-mounted auxiliary equipment as attached to this contract.

The Contractor shall comply with all the requirements of the CONSTRUCTION REGULATIONS. Please Note: (Before carrying out work, Contractor to notify the provincial director in writing of the construction work if it is exceeding the limits as listed in the Construction Regulations)

It is an Eskom requirement that the Contractor shall use a Fall Arrest System (FAS) as defined in the Construction Regulations whenever a risk of falling exists. The Contractor shall adhere to the applicable standards and procedures attached to this contract.

## Health and Safety Plan

The Contractor will prepare and submit Health and Safety Plan to Project Co-ordinator before the commencement of each Task and Resource Capacity Schedule, as per the following in details:-

1. Authorised Persons for High Voltage Authorisation and LV Switching providing the ID Numbers of the authorised person/s with the permit certification date or number and the date of expiry.

2. Safety Representatives and First Aiders names, providing their ID Numbers and details of certification.
3. Serial numbers, calibration certificates and expiry dates of the tested tools and equipment.
4. Make, model and registration number of vehicles to be used.

## Subcontracting

Contractors are requested to submit names of proposed "Subcontractors" to be utilized on this project. Contractors are advised that only Eskom Approved Consultants and Contractors who have completed the necessary Eskom Contractor Training & Accreditation may be used.

Subcontractor Section of Work to be Subcontracted      Vendor No.

## Construction Safety

The Contractor shall be responsible for ensuring that all equipment supplied and used and all work carried out under this contract shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and regulations remaining in force, as may be amended from time to time.

In addition, the Contractor shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building, Construction, Electricity Regulations and Eskom Distribution Standards.

The Contractor shall accept full responsibility for the means, methods, sequence or procedures of construction for safety precautions or programmes incident to the work of the contractor.

The Contractor is required to submit a working methodology statement with regards to the Safety Standards while working within hazardous areas such as live substations or in close proximity of energized apparatus. The Contractor shall indemnify the employer and the Engineer against responsibility for safety on the site of the works.

The Contractor shall enter into an agreement to complete the work required for the construction of the works in accordance with the provisions of all pertinent legislation and in particular with the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and the regulations promulgated there under.

Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 8 of 1993) and Construction Regulations Document which is available publicly.

The safety of the Contractors personnel and employees acquire precedence over the construction works.

Contractor to assess and make provision for security services to protect the demolished material should the need arise.

## Life Saving Safety Rules

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Lifesaving safety rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team will be punished together. There are five cardinal rules that may not be broken by the Team Leader and his/her team.

### **ACKNOWLEDGEMENT FORM:**

#### **LIFE-SAVING RULES**

Eskom Life-Saving Rules are safety rules which shall not be broken under any circumstances. It must be highlighted that Eskom takes a **ZERO TOLERANCE** stance to violation of these rules. Life-saving Rules apply to all Eskom employees, agents, consultants, contractors and to any person entering Eskom sites.

**Rule 1:** Open, Isolate, test, earth, bond, and/or insulate before touch

**Rule 2:** Hook up at height

**Rule 3:** Buckle up

**Rule 4:** Be sober

**Rule 5:** Ensure you have a permit to work

Safety is a priority for Eskom. You are expected to develop a clear understanding of the rules and to apply them at all times. You are required to actively subscribe to these rules. Adherence to safety rules is a condition of employment.

**EMPLOYEE'S PLEDGE TO ADHERE TO ESKOM'S LIFE-SAVING RULES**

I, .....hereby pledge to familiarise myself with and abide by the Eskom Life-saving Rules as set out above and in the Life-saving Rules standard (240-62196227).

Employee's Signature: ..... Date: .....

**Compensation for Occupational Injury and Diseases Act**

The Contractor shall submit with his tender proof of adherence to the above act. General Environmental Management Requirements

The Contractor shall receive an Environmental Management Plan -EMP (normally as part of the DESO) and must adhere to all its requirements.

Contractor to provide toilet facilities, water and electricity.

All environmental legal Liabilities and claims arising from the negligent activities of the Contractor shall be for the Contractors expense.

The Contractor shall have an understanding of Eskom's basic environmental principles and commitments (covered during Eskom Environmental Law Course)

**Vegetation Management:**

**The supplier shall ensure:**

That all indigenous and protected trees (in terms of national and provincial legislation) are not cut, trimmed or disturbed without a permit obtained from the relevant authorities (acquired from Eskom Environmental Management Section).

That permits be available on site where such trees are cut.

That the owner is consulted, and his/her consent being obtained, prior to the cutting of any trees.

**Waste Disposal**

The supplier shall ensure:

That waste is disposed of on a permitted / legal waste site, for the applicable waste type, in terms of the Environment Conservation Act, 73 of 1989 and the National Environmental Waste Management Act (Act 59 of 2008).

That a disposal certificate (waste manifest) is obtained, if hazardous waste was disposed-of. That where appropriate, waste is recycled or re-used.

**3.52 SECURITY**

1. Where construction work will be performed on any Eskom sites, then the security requirements for such sites shall be adhered to.
2. All contractors shall be accountable and responsible for the security of all their equipment, materials etc. on any of their work sites, camp sites and when and where they utilise an agreed Eskom site.
3. Where there is access control to construction sites, any land owned sites and or Eskom sites, such access control requirements shall be observed.

4. Eskom reserves the right to search any contractor and or Eskom vehicle entering or leaving the site / premises of any Eskom site.

#### 3.52.1 Physical Guarding

The Supplier shall furnish the site on a continuous 24-hour basis with fully trained male and female uniformed PSIRA Graded and registered security officers (x 2 Security guards per site and per shift). The duties of the contracted officers shall be those specified in the contract and job descriptions as provided by the end user (Eskom).

Note: No female guards can be deployed to work night shift at any sites due to safety reasons.

#### Working time / Shifts

to be covered are:

Morning shift: 06:00 – 18:00

Night shift: 18:00 – 06:00

The contracted guards assigned to ESKOM shall conform to the, PSIRA Act, Firearm Control Act (where applicable) OHS&A Act, and ESKOM procedures, training standards, competencies, rules, regulations and shall perform duties as may be mutually agreed upon in writing from time to time by the supplier and ESKOM.

#### 3.52.2 Supplier Expectations

If an external supplier is hired by the Principal Contractor to conduct security duties, The Supplier must:

1. Be registered with the Registrar of companies, SARS, COID and PSIRA.  
Be a well- established company and in operation for at least 3 years.
2. Have access to licensed firearms (where applicable).
3. Have access to a PSIRA and SASSETA registered training facility.
4. Be able to supply, sustain and manage a sufficient number of Security Officers to satisfy the requirements of ESKOM.
5. Security guards must be firearm competent to SAPS firearm competency (where applicable).
6. Firearm competency certificates and PSIRA identification cards must be carried whilst on duty at an Eskom site.

#### 3.52.3 Uniforms

Service provider shall provide the necessary equipment and PPE for all their employees.

- Wearing of uniform is compulsory and as per PSIRA requirements. Corporate wear shall be worn at Office buildings and combat uniform for field work.
- Hand held radios (base radios) / Cell phones as specified by Eskom.
- Uniforms must always be clean and correctly worn. The uniform must be in good condition.
- The winter uniform should include a warm coat, boots, gloves and a beanie (wooden hat).
- Personal protective equipment (PPE) must include safety shoes, raingear and level 3 bullet proof vest. •  
Bullet proof vests shall be worn as part of uniform by all security officers. Only Eskom shall indicate exclusions to this rule for certain sites or posts as per the site risk assessments; if applicable.
- For obvious hygiene and safety reasons, each Security officer must be issued with his / her own bullet proof vest.

#### 3.52.4 Duties to be performed

All Eskom Policies, procedures, directives, SOP and work instructions as applicable to the specific site must be complied with in the performance of services to Eskom however the following is also applicable:

#### Guard Duties

o Observe surroundings

- o Report suspicious incidents / activities / occurrences
- o Render guarding services at special events (e.g. general overall)

#### 3.52.5 Access Control

For admission / access shall be strictly complied with. o Check all personnel access permits, visitor's permits, vehicle permits and laptop /equipment permits for validity against date of issue or expiry date and if necessary against ID document.



- o Search all vehicles as per standard operating procedures. Check documentation with regard to toolboxes, equipment, parcels and other items and issue equipment sheets if necessary. Refuse access with prohibited items such as cameras, firearms and alcoholic beverages and refer to the site supervisor / manager.
- o Check material removal permits and verify content and signature. Confiscate items not described on the removal permit and hand in for safekeeping. Refuse exit with goods if an authorized supervisor / manager did not sign removal permit.
- o Lock and secure gates and doors after hours.
- o Any person without an Eskom ID Card shall not be allowed access onto the Eskom premises and must be treated as a visitor.
- o The SO must first confirm all visits to Site supervisor / manager verbally or telephonically before allowing the visitor to enter.
- o Eskom employees without authorized ID cards to a specific site must be treated as visitors and their details recorded on the Visitors' Register. These employees do not require escorting.

#### 3.52.5.1 Visitor Management

- o Positive identification at all times (SA ID, passport, drivers licence)
- o Recording of visitors details electronically or manually
- o Confirm appointment all visitors must be accompanied by a host at all times
- o Facilitation of visitors (receipt and exit by host)
- o Declaration of equipment, issuing of permits
- o Prohibited items (rules/ regulations applicable)
- o Random searches
- o Random alcohol screening

#### 3.52.5.2 Minimum security measures in place

1. 1.8m Diamond mesh Fence
2. Spot Lights
3. Gate with chain and padlock
4. Short Vegetation
5. 2 x Security Guards
6. Panic buttons / Cell phone and or two way radio
7. Guard hut (2.5 x 2.5 m)
8. Water
9. Bulletproof to be worn by Security Officer

### General

Except for site management and specialised labour such as operators for plant and equipment, the Contractor is encouraged to use "local" labour on a temporary basis for all manual tasks.

The Contractor will attend all site meetings as arranged by the Employer

All Construction work shall be carried out in accordance with all the statutory requirements applicable to the area, Eskom's specifications, standards and regulations

The Contractor will be given access to the proposed site and the Contractor must comply with Eskom's national, Provincial and local environmental policies and laws.

The onus is on the Contractor to obtain the latest revision of standards applicable. The Employer reserves the right to alter the scope of the works and programme.

The Employer reserves the right to remove certain sections from the detailed scope of works as described in this contract

## **Emergency work**

### **The supplier shall ensure:**

That all environmental risks associated with the activity be assessed and documented prior to the execution of the activity. Identified environmental risks must be avoided and where it cannot be avoided, be remediated to the satisfaction of Eskom, the landowner, or any relevant Government authority. All environmental incidents and complaints are reported to the project manager within 24 hours of occurrence.

## **Weather Data**

No weather data are included in this specifications and the contractor is referred to the Weather Bureau, Department of transport, Private Bag X097, Pretoria 0001.

The contract places the responsibility on the contractor to foresee inclement weather. The contractor shall take into account large variations in the weather patterns. No extension of time will be granted for delays arising out of normal weather conditions

Where the abnormal, unfavourable weather conditions are experienced, an extension of the contract period may be considered by the Employer, as stated in the conditions of contract. No claim for additional Preliminary and General or escalation of the contract price for the extended period will be granted.

## **Title to site materials**

The Contractor ensures that during the period of procurement and installation, all materials and part of the plant are suitably stored on site in such a manner as to prevent damage by weather, fire, manhandling, corrosion, theft and any other peril. The cost of providing necessary protection, storing, handling and security is borne by the Contractor for the duration of this contract. The Contractor returns all un-used spares to the Employer store where applicable.

Use of standard forms

Contracting parties must use NEC3 standard forms available in the Eskom Intranet for the administration of the contract

## **Records of Defined Cost**

In order to substantiate the Defined Cost of compensation events, the Employer may require the Contractor to keep records of amounts paid by him for people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor and Equipment. A site diary will be required.

The Construction Industry Development Board (CIDB) is a statutory body appointed by the Minister of Public Works to provide leadership for industry growth, reform and improvement (CIDB Act 38 of 2000). The Act requires the CIDB to establish a Register of Contractors which categorizes contractors in a manner that facilitates public sector procurement, reduces public sector risk and promotes contractor development.

All contractors that are on contract with Eskom KZN OU for any construction, civil and electrical related work should provide Eskom with a CIDB Certificate on appointment.

## **Expanded Public Works Programme (EPWP) Requirements of the EPWP**

The attached EPWP form of this document must form part of capital programme contracts provided by the regional contracts managers and related staff working on electrification (households, schools and clinics), sub-transmission, minor reticulation and refurbishment projects. If no permanent or temporary people are employed; a zero figured report must be submitted.

## **Reporting on EPWP**

The minor reticulation projects will require the contractors to submit this report along with each invoice submitted for payment. Electrification, sub-transmission and refurbishment projects will be reported on upon

completion of projects as per attached EPWP form of this document that forms part of the close-out documentation package. Annexure A upon completion must be signed off by the contractor.

### EPWP Audits

Audits will be performed by DME on an ad hoc basis after the completion of a project. The clerk of works (cow) to verify that the data reported as per annexure A is in line with the safety register signed and this will be done on a spot check basis only. The contractor will be accountable for the information reported on.

### Supplier Development & Localisation (SD&L) compliance

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa

Skill type / Occupation	Eskom target	Proposed Number of Candidates
N1 Electrical Engineering (TVET/FET College)	1	
N2 Electrical Engineering (TVET/FET College)	1	
N3 Electrical Engineering (TVET/FET College)	1	

#### **NOTE:**

**1 candidate (for each of the training courses above) for every R2 Million worth of accumulated purchase orders that have been allocated to the contractor.**

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

**Note:** That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

### LOCAL CONTENT AND PRODUCTION

Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.

Tenderers are required to submit their proposals in the table below.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

### Procurement spend on entities with a minimum 51% black ownership

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	Eskom Target	Tenderer Proposal
Black Owned	4.0%	
Black Women Owned	3.0%	
Black Youth Owned	2.0%	
Black Persons with Disability	1.0%	

### **Guidelines of Compiling an Environmental Policy Environmental policy**

The environmental policy is the driver for implementing and improving the organization's environmental management system so that it can maintain and potentially improve its environmental performance. The policy should therefore reflect the commitment of top management to comply with applicable laws and to demonstrate continual improvement. The policy forms the basis upon which the organization sets its objectives and targets. The policy should be sufficiently clear to be capable of being understood by internal and external interested parties and should be periodically reviewed and revised to reflect changing conditions and information.

Top management shall define the organization's environmental policy and ensure that it:

Top management includes people on site, at head office, or any member of a controlling group designated to be management of the organization.

A site or an operating unit does not need to document its formal adoption of a corporate environmental policy if the corporate policy, as defined by its scope, applies to the site or operating unit. In addition, the corporate policy will need to be adequately specific to the site or operating unit.

If the site or corporate policy is modified to suit the site or operating unit, then these changes must be documented.

**a) is appropriate to the nature, scale and environmental impacts of its activities, products or services;** for example, an organization involved in activities with a high environmental risk (for example, scheduled processes) would be expected to provide more specific undertakings in its environmental policy than an organization involved in low risk activities. The environmental policy should also address the different types of environmental impacts of the organization's activities, products or services.

This does not imply that all environmental impacts be addressed in the policy but that the framework of the policy covers all significant impacts (see 4.2 d).

### **b) includes a commitment to continual improvement and prevention of pollution;**

The words "continual improvement" and "pollution prevention" do not need to be explicitly mentioned as long as similar words are used or there are clear statements in the policy that directly address pollution reduction (for example, waste minimization, source reduction and cleaner technologies) and continual improvement. Pollution prevention is more than just pollution control and requires preventive measures, instead of only control.

**c) includes a commitment to comply with relevant environmental legislation and regulations,**

Compliance with all relevant legislated and other requirements (National, provincial and local) is a minimum requirement for certification.

Exceptions to this are where:

- a) The authorities have been informed of the non-compliance in writing;
- b) A corrective action programme is in place;
- c) Evidence is available that the authorities have accepted the corrective action programme;
- d) Evidence is available that the corrective action programme is being implemented

**d) Where a permit for a process of the organization has expired and the organization can provide evidence of due diligence, for example, records of telephone calls, faxes to the regulator or minutes of meetings with the regulator showing that they are in the process of applying for new permits.**

The word comply does not need to be explicitly mentioned in the environmental policy, as long as there are similar words (for example, adhere to, in accordance with) clearly communicating commitment to compliance with legislation and regulations.

**e) and with other requirements to which the organization subscribes; The "other requirements" may include:**

- a) Industry initiatives, non-regulatory guidelines or codes of practice such as Responsible Care or more general environmental initiatives such as the business Charter for Sustainable Development to the extent that the organization has formally adopted them;
- b) Agreements with public authorities;
- c) Formal management systems such as SASS ISO 9001/2, NOSA and ISRS; and ct) Corporate or Head office requirements.

If an organization subscribes to other requirements (as in 4.2(c) a) and b) above in their environmental policy then:

- 1) The certification body will verify compliance with these requirements;
- 2) Compliance with those requirements will not be included in the scope of the certificate; and
- 3) Non-compliance with these requirements could provide grounds for not granting certification.

If an organization subscribes to other requirements (as in 4.2(c)) c) above then the certification body will only verify compliance with the SASS ISO 14001 requirements and not to those other formal management systems. (An exception to this is where the organization requests a combined SASS ISO 14001 and SASS ISO 9000 certification assessment/audit).

**f) Provides the framework for setting and reviewing environmental objectives and targets; The policy should be sufficiently detailed to provide a yardstick against which the organization's environmental performance can be evaluated.**

The policy wording must be specific enough so that specific objectives and targets can be formulated from it by the organization in order to implement the policy

**g) Is documented, implemented and maintained.**

The policy can be documented in any form (i.e. paper or electronic).

All the requirements of SABS ISO 14001 shall be addressed and an organization cannot elect to omit any of these requirements from its environmental management system.

Policies tend to set long-term goals.

The policy should be periodically reviewed and revised in response to new information and changing circumstances.

The policy must be reviewed periodically - at least annually.

It is not expected that the policy be reissued annually. A well-developed policy can effectively drive the organization's environmental management system for several years.

**h) ... and communicated to all employees;**

Communication involves both the transmission and the understanding of the policy.

Communication mechanisms can include posting the policy in common areas, distributing it by memo, and reviewing it at staff or "toolbox talks" meetings.

A person's level of knowledge of the policy should be proportional to his/her level of responsibility in the environmental management system i.e. senior staff responsible for ensuring implementation need a greater knowledge of the policy than personnel at shop-floor level. In the South African context, unskilled, illiterate workers cannot be expected to have in-depth knowledge of the contents of the environmental policy, however all employees are expected to have an idea of the concepts of the environment, why it is important to protect the environment, and of their role in achieving this (see also 4.4.2).

**i) Is available to the public**

The policy must be available to any interested party on request.

The words "is available" do not necessarily mean that the organization has to pro-actively distribute the policy to the public. The organization should however make the public aware of the fact that the policy is available.

A mechanism should be in place to have the policy available to the public.

**Key component of the policy**

The policy provides an environmental purpose and set of values for the organization to follow. The policy should:

- a) Be relevant and straightforward;
- b) Relay that protection of the environment is a top priority of the organization;
- c) Show commitment to continued improvement of environmental performance and compliance with the laws and regulations;
- d) Clearly specify which organizational activities are covered by the statement;
- e) Be a natural jumping-off point for setting environmental objectives and targets;
- f) Provide a framework for assessing progress made with the targets and objectives that are oriented towards minimizing environmental impacts.

## Communication, promotion and support of policy

The policy statement will be totally ineffective if the commitment it contains is not communicated, made available, promoted and supported by all. It is important to note that the policy:

- a) Should be available to all employees in the organization;
- b) Should be communicated repeatedly after a period of time as a reminder;
- c) Should be made available to the public;
- d) Should be promptly provided whenever a copy is required;
- e) Should be signed by top management to show commitment and support.

Repeated exposure is the key to communicating the policy effectively thus it can be posted, communicated through news letters or sent to desktop personal computers.

## 4.1 Meetings

Meetings to be held, such as safety and planning meetings, early warning and Compensation event meetings.

## 4.2 Use of standard forms

### 4.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

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The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total Price for Work Done to Date which the *Contractor* has completed;
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

The Employer's Agent may delegate roles and responsibilities, including receipt of original invoices (to be issued only after the relevant works has been accepted by the relevant Client representative) to and to be sent to the Area Project Co-ordinator

The Employer has a right to add more contractors on this contract as and when the need arises.

**Payments:**

On completion of each purchase order, the Tax Invoice with a copy of the purchase order and the Completion certificate must be submitted to the relevant Clerk of Works. Any deviation from the planned work must be adjusted on the Tax Invoice. The COW will inspect the work and sign the certificate and Tax Invoice if satisfied with the standard of work. The COW will make adjustment according to work not yet completed. The COW will have one week to perform this work. The invoice and the Completion Certificate must be submitted to the Project Coordinator for approval. The PC will then perform a spot check and sign the invoice if satisfied. A detailed breakdown of the work not performed must be completed on the Completion certificate attachment. An electronic copy of this report must be submitted to the COW and the Employers Agent via e-mail. No payments will be processed by the Employers agent if he is not in possession of the electronic report.

On approval of the invoice the signed original Tax invoice and Completion certificate must be submitted to the Employers Agent for processing. All enquiries regarding payment must be followed up with the Employers Agent. It is preferred that only one invoice is submitted for each Purchase Order issued. If the scope of work is such that the work is longer than one month a progress payment may be submitted on the completion of a Jacket. The contractor should only include the work for one purchase order on an invoice.

The Contractor must ensure that his invoice is according to the exact work completed on site. No work may be claimed that has not been completed. If work is claimed which is not complete this will be seen as a fraudulent claim which may lead to termination of the contract.

The Contractor will submit his claim on the assessment day as per the NEC Payment Certificate format attached to this contract with supporting Bill of Quantities. The Contract Number must be clearly visible on the Tax Invoice. The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed by the Employer to the Contractor.

On acceptance of the Payment Certificate by the Employer the Contractor submits his invoice as agreed upon with the Employer. Payment will take place as per the Eskom Procurement's Invoice Payment Processes.

**4.4 Records of Defined Cost**

In order to substantiate the Defined Cost of compensation events, the Employer may require the Contractor to keep records of amounts paid by him for people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor and Equipment. A site diary will be required.

**4.5 BBBEE and preferencing scheme (Procurement/S,D&L)**

SDL &I Targets to be signed off at Task Order stage

**4.6 Title to material from excavation and demolition**

All materials removed shall be returned to stores by the Contractor with the completed supporting documentation.



#### 4.7 Cataloguing requirements by the Contractor

The Contractor shall comply with the following health and safety requirements to this Works Information.

32-727	1	Eskom SHEQS Policy	Y
32-95	4	Eskom Procedure for the effective management of Safety, Health and Environmental related incidents	Y
240-72597722	1	Eskom Procedure Environmental Impact Assessment For Distribution Activities	Y
32-247	1	Eskom Procedure For Vegetation Clearance And Maintenance Within Overhead Powerline Servitudes And Eskom-Owned Land	Y
EPC 32-245		Eskom's Waste Management Procedure	Y
RAS	Feb. 2014	Eskom Risk Auditing System Checklist for Contractors	Y
Act 108 of 1996		Constitution of the Republic of South Africa	N
Act 107 of 1998		National Environmental Management Act	N
Act 84 Of 1998		National Forest Act	N
Act 73 Of 1989		Environment Conservation Act	N
Act 25 Of 1999		National Heritage Resources Act	N
Act 36 Of 1998		National Water Act	N
Act 59 Of 2008		National Environmental Management: Waste Act	N
ADDITIONAL LEGISLATION			
Conservation of Agricultural Resources Act (Act 43 Of 1983)			
Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947)			
Game Theft Act (Act 105 Of 1991)			
National Veld and Forest Fire Act (Act 101 Of 1998)			
National Parks Act (Act 57 Of 1976)			
National Roads Act (Act 7 Of 1998)			
Advertising on Roads and Ribbon Development Act (Act 21 Of 1940)			
National Environmental Management: Protected Areas Act (Act 57 of 2003)			
National Environmental Management: Air Quality Act (Act 39 of 2004)			
National Environmental Management: Biodiversity Act (Act 10 of 2004)			
Occupational Health and Safety Act (Act 85 Of 1993)			
Fencing Act (Act 31 Of 1963)			
PROVINCIAL ORDINANCES			
MUNICIPALITY BYLAWS			

## 1.1 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints contained in the FDP and attached in Annexure B to this Works Information and consist of the following documentation to comply with:

- TQTGS011 Rev0 Environmental Legal Compliance for KZN OU Projects with DESD's signed.
- TQTGP056 DESD Process for KZN OU.
- 240-71555318 Distribution generic EMP for operations Maintenance Standard
- DPC\_34-926 doc incorporating Water use issues draft 1 (3) (Repaired) draft 0A

In addition, the *Contractor* is required to ensure that all goods, services or works supplied in terms of this *Works Information* also conform to all applicable environment legislation(s), Safety, Health, Environment and Quality Policy, EPC32-727; SHE Requirements for the Eskom Commercial Process, ST32-726; (and additional requirements). The *Contractor* shall comply with the environmental criteria and constraints stated in Section 1.3.2.

When required, the *Contractor* must ensure that all *Subcontractors'* EMP comply with legal and other requirements and also includes all the environmental risks associated with the scope of work. The *Main (Principal) Contractor* shall define the specific risks applicable to the *Subcontractor's* scope of work or supply of kiosks.

The *Contractor* is to send a flash report for any environmental incidents that have occurred on site as soon as possible or within 24 hours to the *Eskom Environmental Representative* and *Project Manager* clearly stating any impact to the environment.

No environmental records shall be destroyed or discarded by the *Contractor*. Eskom as the *Employer* and the *Contractor* shall agree that the *Contractor* retains certain environmental records. Waste generated during the course of the project must be disposed at a registered site and the *Contractor* shall retain records of disposal.

Deviations from these requirements will be regarded as a non-conformance. Should there be concerns regarding environmental performance and non-conformance to environmental requirements, management engagements and interventions will be introduced to determine a means to addressing the shortfalls. Once these interventions have been explored and exhausted, then the *Eskom Supplier Disciplinary Process* will be followed.

The cost to the Contractor to obtain permits should it become necessary to cut a protected tree, ensure that waste is disposed of on a permitted, legal waste site and all relevant costs payable to dumping site as well as safe storage of all equipment which will be removed and replaced from site which will be transported upon instruction to the nearest designated disposal site within the KZN Operating Unit

PART 4: SITE INFORMATION

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

## **PART 4: SITE INFORMATION**

Core clause 11.2(16) states

“Site Information is information which describes the Site and its surroundings and is in the documents which the Contract Data states it is in.” In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

### **General description**

All relevant descriptions will be specified in the Project Specific Agreement for any project executed in terms of this contract.

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

All relevant information will be specified in the Project Specific Agreement for any project executed in terms of this contract.

### **Subsoil information**

All relevant information will be specified in the Project Specific Agreement for any project executed in terms of this contract.

### **Hidden services**

All relevant information will be specified in the Project Specific Agreement for any project executed in terms of this contract.

### **Other reports and publicly available information**

All relevant information will be specified in the Project Specific Agreement for any project executed in terms of this contract.