



NEC3 Engineering and Construction

Short Contract (ECSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

and

for **WELKOM SECTOR ASBESTOS TRENCH
COVER REPLACEMENT**

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Documentation prepared by: Free State Operating Unit

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

WELKOM SECTOR ASBESTOS TRENCH COVER REPLACEMENT

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(In words)	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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:

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

120 Henry Street

Name(s)

Bloemfontein

Capacity

9301

for the
Employer

Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

**Eskom Holdings SOC Ltd (Reg No.
2002/015527/30)
120 Henry Street
Bloemfontein
9301**

Name &
signature
of witness

Date

C1.2 Contract Data

Data provided by the *Employer*

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ¹ is (Name):	Project Coordinator
	Address	120 Henry Street Bloemfontein 9301
	Tel No.	051 404 5731
	Fax No.	086 603 9326
	E-mail address	letongdlq@eskom.co.za
11.2(11)	The <i>works</i> are	Asbestos trench covers replacement
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	SAR Vetrivier, SAR Theron, SAR Welgeleë, SAR Kalkvlakte, SAR Henneman, Duiker DS, Witpan DS, Merriespruit Three, Oryx, Saaiplaas Water Works, Virginia Terminal DS, Anglodankbaarheid, Angloerfdeel, Brand Gold, Sand River Pumps, Brand Five, Anglo Geduld, Grootkop DS, Freguls Five, Euclid DS, St Helena Reduction, Riebeeckstad, Holdings Four, Giraffe and Port Allen substations
30.1	The <i>starting date</i> is.	TBA
11.2(2)	The <i>completion date</i> is.	TBA
13.2	The <i>period for reply</i> is	2 weeks
40	The <i>defects date</i> is	26 weeks after Completion
41.3	The <i>defect correction period</i> is	2 weeks
50.1	The <i>assessment day</i> is the	Last Thursday of each month, unless otherwise
50.5	The <i>delay damages</i> are	R 450 per day (maximum of 10% contract value)

¹ Except those actions which can only be done by the *Employer* as a Party to the contract.

50.6	The retention is	10%
51.2	The interest rate on late payment is	0.18% per complete week of delay.
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the applicable "Format ECSC3" policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
82.1	The <i>Employer</i> provides this insurance	as stated for "Format ECSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	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)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (See www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	
	Tel No.	
	Fax No.	
	e-mail	
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.

The *arbitration procedure* 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

Bloemfontein, South Africa

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (April 2013)²³ and the following additional conditions Z1 to Z11 which always apply:

Z1 Cession delegation and assignment

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in

² If June 2005 Edition applies, delete April 2013 and insert June 2005

³ State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z3.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken, if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z3.4 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 *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

Z5 Health, safety and the environment

Z5.1 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.

Z5.2 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.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.

Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z6.3 The *Contractor* 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.

Z7 Notifying compensation events

Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z8 *Employer's* limitation of liability; Add to clause 80.1

Z8.1 The *Employer* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 Termination: Add to clause 90.2, after the words "or its equivalent":

Z9.1 or had a business rescue order granted against it.

Z10 Addition to Clause 50.5

Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Works.

If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z11 Ethics

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

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

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

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

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

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 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.

Z12 Insurance

Z _12.1 Replace core clause 82 with the following:

Insurance cover 82

82.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

82.2 The *Contractor* provides the insurances stated in the Insurance Table A, from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity	Cover provided until
Loss of or damage to the works	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance	The <i>Employer's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance	The Defects Certificate has been issued

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

82.3 The *Employer* provides the insurances as stated in the Insurance Table B

INSURANCE TABLE B

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

Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4-hour continuous period, also applicable to short term exposures, i.e., 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance, the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented, and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 31 of the ECSC3 April 2013 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
	E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Cost is	%
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	R excluding VAT [in words] excluding VAT

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

C2 Pricing Data

C2.1 Pricing assumptions

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.

C2.2 Price List

The Price List is as follows / contained in _____ (delete the text which does not apply and this note)

Item no.	Description	Unit	Quantity	Rate	Price
1	Preliminary and General cost and Site Establishment which include the following:				
	Contractor's Yard Fencing	Sum	1		
	Contractor's insurance (insurance payments, provide certificates)	Sum	1		
	Site Offices (establish & maintain)	Sum	1		
	Site Stores (establish & maintain for safe keeping of the materials)	Sum	1		
	Accommodation of Employees	Sum	1		
	Contractor's Plant, Equipment & Tools (establish, maintain and remove)	Sum	1		
	Sanitary Facilities	Sum	1		
	Water Supplies	Sum	1		
	Electricity Supplies	Sum	1		
	Communications (telephones)	Sum	1		
	Security (24 hours)	Sum	1		
	Management & Programme for the works (appointment of a supervisor)	Sum	1		
	Rental of storage facility	Sum	1		
2	Health & Safety (OHS Act, Construction Regulations and Eskom Safety Specifications) which includes the following:	Sum	1		
2.1	Items deemed necessary to comply to OHS Act requirements:	Weeks	1		
2.2	Construction regulations & Reporting	Weeks	1		
	Personal protective equipment which includes the following:	Weeks	1		
	Hard hat	Weeks	1		
	Safety goggles or shields	Weeks	1		
	Respirators	Weeks	1		
	Gloves	Weeks	1		
	Safety shoes	Weeks	1		
	Overalls	Weeks	1		

	Fall Arrest System	Weeks	1		
	Testing of equipment	Weeks	1		
	Asbestos suit	Weeks	1		
	Compliance with safety plan & safety file	Weeks	1		
	Statutory Health & Safety appointments	Weeks	1		
	Health & Safety Training	Weeks	1		
	First Aid	Weeks	1		
	Legal appointments in terms of the OHS Act and Regulations	Weeks	1		
	Other Health and Safety items deemed necessary to comply to OHS Act, Regulations and Eskom Safety specifications.	Weeks	1		
	Compliance with safety plan & safety file	Weeks	1		
	Medical Certificate	Weeks	1		
3	3. Transport				
	Special transport of workers to, at and from site i. t. o. OHS Act. (Provide Registration No of Vehicle that will be used. If hired provide copy of contract as part of submission of tender)	Per km			
	TRANSPORT LDV	Per km			
	TRANSPORT 2 - 4 TON	Per km			
	TRANSPORT 5 - 8 TON	Per km			
	TRANSPORT 5 - 8 TON (with Crane)	Per km			
	TRANSPORT 9 - 14 TON	Per km			
	TRANSPORT 9 - 10 TON (with Crane)	Per km			
	TRANSPORT ≥20 TON	Per km			
	Truck/loader hire	Week	1		
	Waste transport work site to dump site	Per km			
	Truck cost to work site and return	Per km			
	Dumper transport	Per km			
	Telehandler transport	Per km			
	Excavator transport	Per km			
	4 Ton Hazmat Response Vehicle	Week	1		
	Skip Truck	Week	1		
	Skip Rental	Week	1		

4	Environmental Management				
4.1	Compliance to Environmental Management Plan	Sum	1		
5	General				
5.1	Site visit for collection of data e.g type of asbestos, trench cover measurement	Sum	1		
5.2	Approved Inspection Authority	Per site	1		
5.3	Decontamination facility on site	Week	1		
5.4	Cement Slabs	Per slab	1		
5.5	Small Tools	Week	1		
5.6	Disposal (p/ton)	Per Ton	1		
5.7	Removal of existing trench covers	Per metre	1		
5.8	Safe disposal of asbestos-containing trench covers	Per Ton	1		
5.9	Asbestos workers to remove trench covers	Per hour	1		
5.10	Supply and install trench cover per site	Per slab	1		
5.11	Authorised person	Per hour	1		
5.12	Team to install slabs	Per hour	1		
5.13	Vacuum cleaner bags	Week	1		
5.14	Scaffolding	Week	1		
5.15	Loading/Unloading of truck cost	Per Ton	1		
5.16	Clearing cost / service fee /contingencies	Sum	1		
5.17	Cable ties	Each	1		
5.18	Signage, tape, etc	Each	1		
5.19	Cleaning consumables	Week	1		
5.20	Plan of Work	Sum	1		
5.21	Engineering plan	Sum	1		
5.22	Jackhammer & compressor	Week	1		
5.23	Sample collection & analysis	Sum	1		
5.24	Report writing	Sum	1		
5.25	Excavator hire	Week	1		

5.26	Dumper hire	Week	1		
5.27	Telehandler hire	Week	1		
5.28	Provision of Standards and Specifications	Sum	1		
5.29	Supply, transport material, install and construct a single cable trench as per detail layout drawings. The rate for this activity shall include the following:				
	i) "Type A" single cable trench to D-FS-887 Sheet 1 Detail 1,	Per metre	1		
	ii) Cable trench covers to 0.54/390 Sheet 17A,	Per metre	1		
	iii) Cable trench bends as per detail drawings,	Per metre	1		
	iv) Cable trench cover support steelwork, complete including all excavations, backfilling, concrete, etc.	Per metre	1		
	The total of the Prices (excluding VAT):				

C3: Scope of Work

C3.1 Works Information

1. Description of the *works*

The contractor will be required to perform the following:

- Visit **SAR Vetrivier, SAR Theron, SAR Welgeleë, SAR Kalkvlakte, SAR Henneman, Duiker DS, Witpan DS, Merriespruit Three, Oryx, Saaiplaas Water Works, Virginia Terminal DS, Anglodankbaarheid, Angloerfdeel, Brand Gold, Sand River Pumps, Brand Five, Anglo Geduld, Grootkop DS, Freguls Five, Euclid DS, St Helena Reduction, Riebeeckstad, Holdings Four, Giraffe and Port Allen** substations to take the measurement of the trenches.
- Supply and install the trench covers as per the Eskom specifications.
- Transport the trench covers to above mentioned substations.
- Remove asbestos trench covers and replace with new trench covers (Contractor shall carefully remove, transport, and dispose of the existing asbestos cable trench covers at a registered asbestos disposal site). **NB:** It is to be noted that at no time the trench cover holes must be left open. If due to unforeseen circumstances the trench covers must be left open, it must be demarcated, and an open trench covers sign placed at the site.
- Dispose of asbestos trench cover at registered dump site. A copy of the disposal certificate is to be sent to the project manager.

2. Drawings

Drawing number	Revision	Title
D-DT-5254-1A	0	Substation Trench cover-750mm
D-DT-5254-1B	0	Substation trench cover-1500mm

3. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Employer's Health and Safety requirements TST41-61		
Environmental Management Plan (Reference TPC41-213)		
Environmental Requirements for the Procurement of Assets, Goods and Services = ST41-120 rev 2		
Site regulations and access control		
NWS 1058 Safety at Construction Site		
NWS 1494 Fire Prevention and Protection of Eskom's and Contractor's Sites		
QM-58 Supplier Contract Quality Requirements Specifications		
<u>Technical specifications:</u>		
SABS 1200 Standardized specification for Civil Engineering Construction		

Latest revision of all drawings is applicable and all other Eskom standards and procedures that may be applicable. If the contractor is not sure he/she need to approach the project manager or site supervisor.

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

The authorization procedure for a permit to work shall be done before the contractor commences work on site. It is the Contractors responsibility to ensure that a permit to work is obtained before access to the work can be given.

1. The Contractor must contact the following people: **Project Coordinator** at least 2 weeks before the planned date of Commencement of Works.

The following must be taken note of:

- a) Initials, surname, I.D.number, home address and phone number of all members of team must be submitted to **Project Coordinator**. This information is required for authorization purposes and security screening.
 - b) The registration and type of vehicle must be sent to **Project Coordinate** two (2) days before arrival otherwise entry WILL be denied.
2. The contractor must be in possession of current HV Regulations, and he is responsible to be authorised by the FSOU to work in the region. Also, one of his workers must have a current first aid certificate.
 3. The contractor's trucks must have a valid and current crane test certificate with the truck driver and crane operator's certificate. All slings, shackles and crimping tools must have valid and current test certificates, which must be produced two weeks before site establishment.
 4. The contractor will only leave site once a written site instruction has been issued by an Eskom site representative.

5. Working hours will be from 07h30 to 16h00 during weekdays (as per outages), weekend work to be carried out only on request by Eskom.
6. The contractor is to have an Eskom certified and authorized ORHVS person available in each area where work is being performed at all times, in accordance with Eskom transmission standard TST41-61 contractor safety in a high voltage environment.
7. A complete safety and risk assessment must be done BEFORE the contractor starts works on site. The Site Supervisor will be monitoring the works continuously to ensure strict adherence to Safety rules. If needed, the contractor is to visit the site at the Contractor's own cost before work commences to familiarize with the scope of works and to assess any safety issues.
8. The contractor is responsible for setting out the works as shown on the drawings.
9. Before any excavation is commenced, it will be the responsibility of the contractor to ascertain from the "engineering assistant" the position of any existing services on site. Once these are indicated to the contractor they shall be deemed "known". Any costs incurred for repairs to any "known" services shall be for the contractor's account.
10. The contractor shall allow safe access for other contractors and Eskom personnel when required.
11. The contractor shall establish a refuse control system. All waste is to be collected and disposed of as required by Eskom and the local authority.
12. The contractor shall make his own arrangements for the provision of accommodation for his employees.
13. The Contractor shall control his activities and processes in accordance with Eskom's Environmental Requirements TST41-120. The Eskom EMP provides the Aspects and Impacts that will require management and must be followed strictly during trench cover replacement. For tendering purposes, contractor shall prepare a separate mitigation plan (method statement / EMP) for all environmental concerns raised through the EMP and in any other relevant forum such clarification meetings.
14. Removal of asbestos is to be done only by Department of Labour Approved Asbestos contractor (Contractor is to provide proof of registration)
15. Permit/licences confirming that the waste disposal site is permitted to accept asbestos waste
16. Contractor to provide proof that the vehicles are authorised by law to transport hazardous waste (TRAMCARD)
17. In addition, the Contractor is required to ensure that all goods, services or works supplied in terms of this tender also conform to all applicable environment legislation(s), EPC32-727: Eskom SHEQ Policy, ST32-726: SHE Requirements for the Eskom Commercial Process (additional requirements)
18. No environmental records shall be destroyed or discarded by the supplier. Eskom and the supplier shall agree that the supplier retains certain environmental records.
19. Waste generated during project must be disposed at a registered site and contractor shall retain records of disposal.
20. 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 are introduced to determine a means to addressing the shortfalls. Once these interventions have been explored and exhausted, then the Eskom supplier disciplinary process must be followed.

4.1 Meetings

Site Inaugural meeting will be held on site two (2) weeks prior to commencement of site activities and the contractor shall avail safety file for auditing purposes. Monthly safety reports must be submitted for the duration of the project to **Project Coordinator**.

Project progress meetings will be held once every fortnight on site in order to track work progress, safety, environmental and outage related issues. A contractor must avail himself to these meetings.

4.2 Use of standard forms

Copies of the latest Inspection and Test Plans and HV Regulation Certificates of Team Leaders must be handed in with the tender. The Contractor is responsible to clear the servitude of his rubbish, damage to crops and repair all damage to fencing and gates caused by the contractor during the works. Original and three copies of the tender must be handed in. The team each with a 4 x 4 LDV, is required to complete the work in the time allocated by the Employer for the outages. Tenderer may submit an "alternate offer" to complete the works.

4.3 Invoicing and payment

Financial records and accounts:

In order that the Project Manager may assess the amount due at each assessment date, the Contractor is to submit the following information in the format and number of copies stated.

SARS Requirements

- TAX INVOICE should be displayed in a PROMINENT PLACE on all invoices.
- Eskom's name should be stated ""Eskom Holdings Limited.""
- " Free State Operating Unit (FSOU)" should be displayed.
- Address and VAT registration of the recipient (That means Eskom address and VAT number)
- Name, address and VAT number of the contractor must be displayed.
- An INDIVIDUAL Serial number (Tax invoice number) and DATE issued.
- The NEC Engineering & Construction Short Contract Design Package Bloemfontein Zone Cross-Border Stats Metering Page 18 of 42
- The Contract Order number.
- A description of goods and/or services supplied must be showed on the invoice. Refer to the specific Activity Stage and Item No, as stated in the Price Schedule. Clearly state the quantity or volume of goods or services supplied and the Tender Price for each item, the amount of the current claim for each item, the amount previously claimed for each item and the amount due for each item.
- The quantity or volume of goods or services supplied.
- The VAT amount showed on each invoice.
- Where the contractor is NOT registered for VAT, the invoice must state only INVOICE in a prominent place

The Employer accepts only original invoices.

An example of Payment Certificate and Tax Invoice for the Eskom NEC Engineering & Construction Short Contract is shown below.

Payment certificate and Tax Invoice

This certificate is issued in terms of Clause 50 of the Conditions of Contract

TITLE OF THE CONTRACT:	
CONTRACTOR:	EMPLOYER:
Contact Person:	Contact Person

Address:	Address:
Telephone No:	Telephone No:
Fax No:	Fax No:

Contractor's Invoice Number:	Contract Order No.:
Date issued:	
Contractor's VAT No.:	Employer's VAT No.: 4740101508

DESCRIPTION	CUMULATIVE THIS CERTIFICATE	CUMULATIVE PREVIOUS CERTIFICATE	NOW DUE
Price for Work Done to Date	R	R	R
Compensation events	R	R	R
Sub-totals:	R	R	R
Less ____% retention percentage on (a) + (b) (i) Planned first retention release date (completion date): ____/____/____ (ii) Planned final retention release date (defects date): ____/____/____	R	R	R
Sub-totals:	R	R	R
Other amounts due to/by the <i>Contractor</i>	R	R	R
Sub-totals:	R	R	R
Add retention released	R	R	R
Sub-totals:	R	R	R
Less delay damages	R	R	R
Sub-totals:	R	R	R
Add VAT at 15 %	R	R	R
AMOUNT DUE TO/FROM THE CONTRACTOR:	R	R	R

Assessment Prepared By:

.....
PRINT NAME SIGNATURE DATE

Certified by the *Programme Manager*:

.....
PRINT NAME SIGNATURE DATE

4.4 Records of Defined Cost

The Contractor will be expected to keep records of amounts paid by him for people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor and Equipment in order to substantiate the defined cost of compensation events.

4.5 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

The contractor will provide their own accommodation and ablution facilities during the duration of the contract period. Accommodation must not be within or inside the vicinity of Substation. The contractor must provide their own tools to perform site activities.

4.6 BBBEE and preferencing scheme

Special Conditions of Contract (Application of other criteria in terms of Section 2(1)(f) of PPPFA)

The objective criteria as follow:

- Transformation of this sector by the appointment of a Black Owned Firm(s) that meet the functionality requirements.
- Development of Black Owned steel fabrication companies.
- Appointment of companies located within the Republic of South Africa.

NB: The Joint Venture may be:

- Black Owned and Black Owned Company.
- Black Owned Company (Majority Shareholder) and Non-Black Owned Company.
- Black Women Owned Company and Black Owned Company, and.
- Black Women Owned (Majority Shareholder) and Non-Black Owned Company.

A 51% or more Black Owned Companies or Joint Venture where the lead company has 51% or more black ownership.

Procurement Preference Hierarchy

Preference for awarding this contract and/or subcontracting are in the following order:

- Companies with more than 51% Black Ownership
- Enterprises Owned by Black People Living with Disability (BPLwD)
- Black Youth Owned Enterprises (BYO)
- Black Women-Owned Enterprises (BWO)
- Black Owned Enterprises (BO)

4.7 Facilities to be provided by the Contractor

Site services provided by the Employer.

No site services shall be provided by the Employer.

The Contractor shall take note that the total cost involved in establishing site services, facilities, and temporary works shall be incorporated in the preliminary and general prices.

4.8 Title to material from excavation and demolition

Refer to Clause 70.1 & 70.2 of the NEC 3 Short Contract

4.9 Design by the Contractor

All the designs should be in accordance with the Technical Specifications/SOW (if applicable)

4.10 Cataloguing requirements by the Contractor

Not Applicable.

5. Requirements for the programme

The Employer Standards, as indicated in Specifications of this document, are requirements of the Contract.

- a) Give two weeks written notice to Eskom, for inspection of the works.
- b) Submit a program together with the Tender to state the following:
 - Which activities will be completed by a certain date / TIME?
 - Which invoices will be submitted for payment by a certain date/ TIME?

The Contractor is to submit a construction programme based on the assessment stages as reflected in the Price List i.e., indicating the various assessment stages with activities like infrastructure, house connections, commissioning, etc.

- c) Reporting requirements are as follows:

Two Weekly Reports

- Executive summary (typical one to two paragraphs).
- Physical progress on all aspects of the project on the Monday of the week before 12:00.
- Performances to date.
- Problems experienced.
- Priorities for the next two weeks.
- Corrective actions necessary and needed.
- Material list required or outstanding from the Employer

Monthly Report

- Physical progress on all aspects of the project on the first working day of each month before 12:00.
- Capital projections report.

- d) The tenderer's programme shall be based on and shall reflect inter alia, the following key dates

Activity No.	Activity Description	Key date
1	Site Handing Over	
2	Construction Kick Off	
3	Progress Meetings	
4	Site Inspections	
5	Project Completion and Handover	

6. Services and other things provided by the *Employer*



















6.1 Plant provided by the *Employer*








Employer will not supply any plant

Item	Date by which it will be provided
Electricity	Upon Request
Water	Not Applicable
Materials	Not Applicable
Telephone and fax facilities are not available for contractor use on site	Not Applicable
Toilet Facilities will only be provided upon the EA's permission	Not Applicable
Accommodation will not be available for contractor use	

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 12 AS INDICATED.

DO NOT PRINT AND SEND THEM WHEN RETURNING THIS CONTRACT

<u>No</u>	<u>UNIQUE IDENTIFIER</u>	<u>REVISIO</u>	<u>DOCUMENT TITLE</u>
1	32 - 727	0	SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ) POLICY 32-727     Copy of 240-68099512 (Rev 9) 240-105658000 240-109253302 _ 240-12248652 (Rev 7)Form A Tender & CorSupplier Quality ManQuality Control Plan o  240-109253698 CQP Template 2021.docx
2	32 - 136	0	CONSTRUCTION SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT     20230919 BRA Wood 20230926 OHS 240-77471499 (2) 20230926 OHS Pole Replacement uncSpecification Wood PcAnnexure B_Class 3&4Tender Evaluation_Cla
3	32-524	0	DEVELOPING A SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATION    Safety, Health, Release SHEQ Policy poster Environment and Quaannouncement of SHE rev 6.pdf
4	34 - 333	1	HEALTH AND SAFETY REQUIREMENTS TO BE MET BY PRINCIPAL CONTRACTORS EMPLOYED BY ESKOM DISTRIBUTION 34-333  4_Health and Safety Requirements to be n
5	240-62196227	1	LIFESAVING RULES  240-62196227 - Life Saving Rule Rev 6.pdf
6	CONSTRUCTION REG 3		NOTIFICATION OF CONSTRUCTION WORK TO DEPARTMENT OF LABOUR  6_Notification of Construction Work to
7	CONSTRUCTION REG 4 & 5		APPOINTMENT LETTERS FOR CLIENT REPRESENTATIVE, PRINCIPAL CONTRACTOR & CONTRACTOR  7_Appointment letters for Client repr
8 & 9	OHS ACT		WRITTEN AGREEMENT ON OHS ACT SECTION 37(2) & STANDARD CLAUSE   8_Written 9_Standard clause agreement on OHS A Eskom Contracts Sed
10, 11 & 12	34 - 1063	0	EXPANDED PUBLIC WORKS REPORT 34-1063.

			   10_34-1063 EPWP 11_EPWP Guidelines 12_Eskom Ds EPWP Works Instruction.pdfSecond edition 2005.report template rev 4
13	DST 34-961	0	LEGAL APPOINTMENTS AND AUTHORIZATIONS  13_Legal Appointments and Au
14	TPC 41-55		TRANSPORTING PERSONS ON BACK OF VEHICLES  14_Transporting of Passengers on the ba
15	D-DT-5254		DRAWINGS   5254s1A.pdf 5254s1B.pdf

Acknowledgement by Contractor

I/WE, DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS OF THIS CONTRACT.

I/WE UNDERTAKE TO STUDY AND ABIDE BY THESE REQUIREMENTS AT ALL TIME.

SIGNED AT: ON THE DAY OF20.....

Note: Please return the above two pages with the other tender returnable to the *Employer* office that issued this enquiry after complying with the above.

C4: Site Information

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

1. Access limitations

Contractors must liaise with the following personnel three (3) weeks before work commences for authorizations and access to work in the **Free State Operating Unit substations**.

Access to **Free State Operating Unit substations** for asbestos removal is controlled by Refurbishment Senior Engineer and his team and the contractor will adhere to all procedures set out by them, including acquiring security permits, and attending safety induction courses if required. ID's etc will be submitted to Eskom by all workers on the Eskom site. Access to the area of the works is limited and the contractor should familiarise himself to the conditions on site and allow for this in his rates.

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

The Contractor is to inspect the Site to ascertain the conditions and extent of his risk. 4x4 LDV vehicles are recommended because of the terrain of the sites.

Tenderers must acknowledge in writing with the submission of this enquiry that they are familiar with the terrain/servitude of the power lines.

3. Hidden and other services within the *site*

The contractor should be careful of old underground control cables between primary plant equipment (Breakers, Isolators, Ct's, and VT's) and the old junction box when excavating and removing yard stone. Assistance should be required from the station engineering assistant if unsure of any cables that are laid underground.

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

The contractor must be prepared to work on some of the cables trench entries sealed in concrete therefore should such a situation arise, contractor must arrange equipment for breaking down such entries and sealing them again.