



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and

for **TERM CONTRACT: Dismantle, removal and disposal of asbestos material and replacement with alternative approved or specified material and demolition of existing buildings when required within the Cape Coastal Cluster Western Cape**

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Contracts Management Services

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:

Title of the Contract

Dismantle, removal and disposal of asbestos material and replacement with alternative approved or specified material and demolition of existing buildings when required within the Cape Coastal Cluster Western Cape

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	rate based – see Pricelist
Value Added Tax @ 15% is	rate based – see Pricelist
The offered total of the Prices inclusive of VAT is	rate based – see Pricelist
(in words) rate based	

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:

DISMANTLE, REMOVAL AND DISPOSAL OF ASBESTOS MATERIAL AND REPLACEMENT WITH ALTERNATIVE APPROVED OR SPECIFIED MATERIAL AND DEMOLITION OF EXISTING BUILDINGS WHEN REQUIRED WITHIN THE CAPE COASTAL CLUSTER WESTERN CAPE

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)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

DISMANTLE, REMOVAL AND DISPOSAL OF ASBESTOS MATERIAL AND REPLACEMENT WITH ALTERNATIVE APPROVED OR SPECIFIED MATERIAL AND DEMOLITION OF EXISTING BUILDINGS WHEN REQUIRED WITHIN THE CAPE COASTAL CLUSTER WESTERN CAPE

Schedule of Deviations

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 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 state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1 & 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):	Angus Mouton
	Address	PO Box 222 Brackenfell 7560
	Tel No.	021 980 3818
	Fax No.	
	E-mail address	MoutonAW@eskom.co.za
11.2(11)	The <i>works</i> are	<ul style="list-style-type: none"> • The dismantle, removal and disposal of asbestos and asbestos containing material within the Western Region. • Replace asbestos and asbestos containing materials with alternative approved or specified material (asbestos free). • Demolition/alteration of existing buildings when required.
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	Selected as identified in the Task Order
30.1	The <i>starting date</i> is.	01 September 2025
11.2(2)	The <i>completion date</i> is.	31 August 2030
13.2	The <i>period for reply</i> is	2 working days
40	The <i>defects date</i> is	[52 weeks after Completion/ task order
41.3	The <i>defect correction period</i> is	2 weeks
50.1	The <i>assessment day</i> is the	on completion of the project (per task order)

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

DISMANTLE, REMOVAL AND DISPOSAL OF ASBESTOS MATERIAL AND REPLACEMENT WITH ALTERNATIVE APPROVED OR SPECIFIED MATERIAL AND DEMOLITION OF EXISTING BUILDINGS WHEN REQUIRED WITHIN THE CAPE COASTAL CLUSTER WESTERN CAPE

50.5	The <i>delay damages</i> are	R2000.00 per day
50.6	The retention is	0%: No payment will be made unless the works are fully inspected and approved by Eskom COW (clerk of works)
51.2	The interest rate on late payment is	0%
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
	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 <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	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:		

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.

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 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 <i>Contractor</i> 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 <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.

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.

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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	<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>	The <i>Employer's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	<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>	The Defects Certificate has been issued
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</p>	

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

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

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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, normalised 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

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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 effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause 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.

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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]:	As per rates excluding VAT– see pricelist The rates will be fixed and firm the first year of the contract and thereafter there will be an annual CPA increase. SEIFSA will be applied where 15% will be non-adjustable and 85% will be adjusted based on the Table C3(a) for labour rates at 30%. Transport will be adjusted by SEIFSA Table L2 for road freight costs at 30% and Material will be adjusted by SEIFSA Table G at 25%.

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.

C3: Scope of Work

C3.1 Works Information

1. Description of the works

The works is divided into three components

1. The dismantle, removal and disposal of asbestos and asbestos containing material within the Cape Coastal Cluster Western Cape
2. Replace asbestos and asbestos containing materials with alternative approved or specified material (asbestos free)
3. Demolition of existing buildings when required.

General:

1. All works, where applicable to be completed according to SANS approved works
2. Adhere to all safety requirements as prescribed by Eskom including the OHS Act and the Construction Regulations.
3. Adhere to all safety requirements as prescribed by Eskom including though not limited to, the NEMA, Waste Act, Asbestos, OHS Act as Asbestos regulations
4. Tenderers are to note that some of the works are to be carried out in existing occupied facilities, and work need to be planned properly as the relocation of staff on the premises to alternative accommodation need to be addressed by the **Employer's representative prior to the start of the work.**
5. A detailed description of the works will be provided with the task order, the task order will include the following:
 - Site and client's contact details
 - Details as indicated on the task order, including required start and completion date etc.

Works Information

Currently there are asbestos products which were historically utilised in the Eskom buildings, substations and other facilities. The removal and disposal of these hazardous materials will be gradually executed when the need arise or via initiated capital projects. The asbestos items will be identified in detail as per issue of the Task Order.

The approved Contractor to cautiously and safely exercise the work as per Task Order in an appropriate **manner** thereby adhering to the requirements of the government regulations (Asbestos Regulation, GN R155 of 10/02/02 as amended) and according to Eskom documents **DST-34-1544** "Management of Asbestos" and 32-303 "Requirements for the safe processing, storing, removing and handling of asbestos and asbestos containing material, equipment and articles latest revision.

The Contractor to provide Eskom with the following completed documents.

Legal Requirements (Safety and environment)

- Proof of registration as an Approved Asbestos Contractor, the contractor must provide a valid DOL Asbestos Contractor Certificate, and it must up to date/valid. [Pre-tender submission]
- Completed Asbestos Inventory list only at the end of each task (Submit at handover/completion)
- Waste documentation required is: Delivery note, Waste Manifest Document, Weigh Bridge certificate and Certificate of Safe Disposal (when disposing at Vissershok/or any closest registered approved hazardous waste site or Delivery Note and Certificate of Safe Disposal (when disposal at CTCC

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hazardous waste disposal site). The documents should clearly state the project name and site location (where removed) [Submit at handover /completion of works to the Eskom Representative]

- The Waste delivery notes must be clear in terms of the origin of the waste for the project
- The Waste documentation must not be combined with other organisations waste but is required separately per project.
- All waste must be disposed at a registered hazardous facility. The safe disposal documentation must be provided to the responsible environmental manager, or practitioner or Eskom Representative. This waste documentation must include the weigh bridge ticket and the waste manifest and certificate of safe disposal, which must indicate the volumes disposed of and waste manifest and certificate of Safe Disposal as proof that the waste has been safely disposed at a licensed hazardous site. Contractor to record the actual weight (in kilograms or tons) of the disposed items. [Submit at handover /completion of works to the Eskom Representative]
- Construction Health and Safety Plan as per Asbestos Regulations 2003 or amended, which includes disposal and transportation plan.

Note:

1. The Contractor to notify the Department of Labour about the plan of work.
2. The contractor to submit the plan to be approved by AIA.
3. Payment for work completed will not be effected unless the above mentioned documents are given to the Eskom Representative.

ENVIRONMENTAL SYSTEM

- The Environmental Policy Statement must be provided by the organisation. **(tender returnable)**.
- Proof must be provided indicating personnel who have undergone environmental training for example Asbestos handling/disposal, Environmental law or waste training. This training could be Eskom internal or external accredited training **(tender returnable)**
- Once the tender is awarded the organisation shall undergo environmental training as stipulated in the Eskom Environmental Training Procedure unique number (WPC 009), which will be facilitated by the employees representative for Environmental Induction and legislation. **(Post tender compliance requirements – prior to work on site)**
- The organisations aspects impacts, objectives, targets and Environmental Management programmer must be made available and job specific. **(Tender returnable)**

2 Replacement of asbestos with approved or specified material

All asbestos removed to be replaced with alternative materials (as per attached price list)

Special precaution to be taken by the contractor when removing material to be re-used in new position.

Where the buildings are occupied, the contractor is to co-ordinate construction activities in such a manner that the building is safe to be occupied as far as practical possible i.e. reinstate the works to its original state. Any damages to the Employer's property caused by the negligence of the contractor will be for the contractor's account.

3 Demolition of existing buildings

- Breaking down and removing brickwork
- Demolition of existing reinforced concrete
- Taking out and removing doors, windows from brickwork to be demolished.
- Break down and remove roof structure.

IN ADDITION:

The contractor to perform the work should be NHBRC registered.

The Scope of "Works" is an extension of the drawings and specifications listed. The Contractor shall notify the Employer of any discrepancies before commencement of the work.

The Contractor shall complete all quality documentation.

The Contractor is required to supply all labour, plant, material as listed, equipment, loose tools and transport required for the duration and completion of the project.

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Storage and security of material will be the responsibility of the Contractor until the Completion Certificate is certified.

The Contractor will clear and de-establish the site on completion of the proposed works.

2. Drawings

Drawing number	Revision	Title
N/A		Will be provided when required

3. Specifications

STRICT ADHERENCE TO THE FOLLOWING SPECIFICATION:

Removal and disposal of Asbestos material

The Contractor to fully comply with Asbestos Regulations as published in the Government Gazette No. 7276 Vol.440 (10th February 2002) No.23108 as attached or latest amended.

In addition, the Contractor to adhere to Eskom standard DST 34-1544 "Management of Asbestos" latest revision and 32-303 "Requirements for the safe processing, storing, removing and handling of asbestos and asbestos containing material, equipment and articles latest revision as amended.

Contractor to be fully familiar and adhere to the "Environmental Procedure 32-245 latest revision – Waste Management Procedure"

The documents below form part of this legal binding contract, the Contractor confirms that he has familiarized himself with all the documents from 1 to 25 as indicated. For access to these documents please liaise with Procurement.

TITLE	Doc No.	Date or revision	Tick if publicly available
Safety and ORHVS Standards			
Occupational Health and Safety Standard for Contractors and Subcontractors working for Eskom	34-333	latest revision	Attached
Construction Safety, Health, and Environmental Management	32-136	latest revision	Attached
Construction Regulations 2003		latest revision	publicly available
Inspection Checksheet		latest revision	Attached
Technical Instruction – Prohibition Notice: Ref. No. IOSS 2074-003	03 TI – 016	N/A	IARC/ website
The following documents will form part of the Portfolio of Evidence wrt ORHVS Authorisation:			
Medical Surveillance	DISASACA2	latest revision	IARC/ website
Technical Instruction ito ORHVS 5.03.6.3	04-TI-09	latest revision	IARC/ website

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Other			
Pre-task planning and feedback process	SCSPVACU1	latest revision	IARC/ website
Reporting, Recording, Investigating Costing and Following up of incidents or accidents	34-350 DPC	latest revision	IARC/ website
Provision and use of PPE	DISASAAT8	latest revision	IARC/ website
First Aid Standard	34-332	latest revision	IARC/ website
Identifying, analysing, documenting and observing Dangerous / Hazardous tasks	SCSPVACK0	latest revision	IARC/ website
Procedure for refusal to work on the grounds of Health, Safety and Environmental concerns	SCSPVABP6	latest revision	IARC/ website
Procedure for the handling of non-conformance	SCSPVABX4	latest revision	IARC/ website
Barricading Procedure	SCSPVABF4	latest revision	IARC/ website
Access to Farms	DISADABQ9	latest revision	IARC/ website
Eskom Handbook: The receipt, handling, assessment and evaluation of tenders	ESKAMAAD6	latest revision	IARC/ website
Annexure A: included in (Expanded Public Works Report - Divisional Capital Programme)	DWN 34-1063	latest revision	Attached
Contractor's Performance Appraisal - Process		N/A	Attached
Contractor's Performance Appraisal – actual appraisal		N/A	Attached
Final release		N/A	attached
Handover Documents			
[The following documents to be completed and submitted to the Eskom Representative at handover /completion of works as per Task Order]			
A Waste Manifest Document (for the transport of the trench covers from Eskom site to the waste disposal site)			
A Certificate of Safe Disposal (for disposal) as proof that the waste has been safely disposed of at a licensed hazardous site.			
Environmental			
Safety Health and Environment Policy	EPL 32-727	latest revision	IARC/ website
EMP			attached
Project Specific			
Management of Asbestos	34-1544	latest revision	Attached
Requirements for the safe processing, storing, removing and handling of asbestos and asbestos containing material, equipment and articles	32-303	latest revision	Attached
Environmental Procedure – Waste Management Procedure	32-245	latest revision	Attached

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

4.1 Meetings

Adhoc meetings arranged by Employer's representative or Contractor to discuss progress or any contract related matter which cannot be resolved via other communication method

4.2 Use of standard forms

The *Contractor* to utilise or ensure utilisation of the following standard forms and letters during the administration of the contract;

- | | |
|---------------------------------|------------------------------------|
| • Access to the work. | • Delay Damages for Non-completion |
| • Completion Certificate | • Early Warning |
| • Defects Certificate | • Notification of Default |
| • Event Register | • Notification of Defect |
| • Payment Certificate | • Notification of Dispute |
| • Project Manager's Instruction | • Rate of Progress |
| • Termination Certificate | • Termination Notification |
| | • Contractor Performance Appraisal |

Quality Assurance and Quality Plan

- " Quality Assurance Requirements: The *Contractor* shall comply with all quality requirements as set out in the document QM-58 (240-105658000) i.e. Eskom Contract Quality Requirements Specification.
- The Contractor shall comply with ISO9001:2015 Quality Management System Requirements.
- The *Contractor* shall comply with all other regulatory and statutory requirements applicable to the *works*. "
- The *Contractor* needs to submit a quality plan indicating the control points for quality to ensure that the *works* are done according to specification.

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.
- The *Contractor* will adhere to all the requirements as per the specification **Access to Farms** which includes, but is not restricted to:
 1. Identity cards with photographs
 2. Clearly marked vehicles NB: All contractor vehicles need to be marked with a sticker stating "Eskom Contractor" but should be on Eskom Standard. All Contractor staff should be identifiable by the use of PPE and gubbons reflecting company's name.

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3. Cooperation in order to help Eskom provide the customer with a project schedule reflecting the period during which the construction and commissioning activities will take place.
 - The *Contractor* shall be responsible for negotiation with customers/landowners 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, wayleaves, etc.

NOTE: releasing Eskom, its contractors and agents from any and all liability in respect of damages caused by the construction of the said *works* after resolution by the contractor of similar issues at completion of *works*:

The *Contractor* to ensure after completion of the *works*, that the attached "Final Release" form is fully completed by the affected landowners. The fully signed form(s) to be submitted to the Eskom Representative. Final Payment will not be released unless this fully completed/signed form(s) is received by the Eskom Representative

Material and Bill of Quantities

- The Bill of Quantities is a provisional measure and quantities are subject to re measurement.
- Storage and security of material will be the responsibility of the *Contractor* until the Completion Certificate is certified. The *Contractor* is responsible for all costs involved to expedite lost, damaged or stolen material.
- All material to adhere to Eskom specification and criteria
- Eskom's Bill of Quantities provided in the price list is provisional.
- Materials off site: No payment will be made for any materials stored off site or in transit

Site Establishment and De-establishment

- The *Contractor* will be required to establish a Site Office on Site where meetings can be held and will ensure that basic amenities are available, such as a table and chairs
- *Contractor* to clear and de-establish total site on completion of proposed *works*.
- *Contractor* is required to collect, load and cart away all rubble and surplus demolished *works* and dispose thereof at a registered waste site.
- Where applicable, Site Establishment will make provision for costs to be incurred by the *Contractor* to ensure adherence to the Environmental Management Plans and other Specifications attached to this contract.

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. (Registration on Eskom IARC web)
- The *Contractor* is required to supply all labour, plant, equipment, loose material, tools, consumables and transport for the duration and completion of the project.
- *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*.
- The *Contractor* to ensure that all workers wear the required PPE as required for the nature of work.

Expanded Public Works Programme (EPWP)

The Department of Public Works in conjunction with the Department of Minerals and Energy requires information for reporting purposes.

Electrification, Sub-transmission and Refurbishment Projects:

Please find attached Annexure A as included in DWN 34-1063 (Expanded Public Works Report - Divisional Capital Programme). Annexure A will be completed by the *Contractor* and submitted to the Project Co-

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ordinator at each and every assessment for payment. Please note that payment will not be processed unless Annexure A is completed in full and handed over to the Project Co-ordinator.

Wayleaves and other

- The *Contractor* shall adhere to all the requirements of the applicable Local Authority or Metrorail when arranging and completing road and rail crossing.
- All costs for damaged fences and road reserve shall be borne by the *Contractor*

Subcontracting

- The *Contractor* submits the proposed contract data for each subcontract for acceptance by Eskom (Procurement) in the event of using subcontractor(s). The Principal *Contractor* shall not subcontract more than 25% of the scope of work as per contract
- The contractor can subcontract installation of non-asbestos material

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:

- The Contractor will submit his claim as per Assessment (i.e. the NEC Payment Certificate format as attached to this contract with supporting Bill of Quantities and cost) on the assessment day.
- 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 will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed with the Contractor.
- On acceptance of the Payment Certificate by the Employer (refer to Payment Process), the Contractor submits his invoice as agreed with the Employer. Payment will take place as per the NEC Conditions of Contract.

The Contractor assesses the amount due and applies to the Employer for payment following the payment process:

1. Payment and Invoicing

		May 2019 Rev0
	PAYMENT PROCESS – Project Execution WCOU	
In an endeavour to reduce the time taken to pay suppliers/contractors, the process now allows submission of invoices from manual to electronic submission via e-mail to invoiceseskomlocal@eskom.co.za		
The <i>Contractor</i> assesses the amount due and applies to the <i>Employer</i> for payment adhering to the following payment process:		
item	ACTIVITY	RESPONSIBLE PERSON
1	<ul style="list-style-type: none"> • The <i>Contractor</i> to forward to the PC an Assessment of work completed on the <i>assessment day</i>. (i.e. as per NEC3 Payment Certificate format as attached to this contract with supporting Bill of Quantities and cost). 	<i>Contractor</i>

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	<ul style="list-style-type: none"> The <i>Contractor</i> 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. 	
2	<ul style="list-style-type: none"> PC/PM (known as <i>Employer</i>) together with the <i>Contractor</i> agrees to the Assessment. Any possible issues regarding the claim of actual work completed will be addressed with the <i>Contractor</i>. 	PC/PM and <i>Contractor</i>
3	PC/PM will thereafter submit Assessment to the relevant QS to compile a Payment Certificate	PC/PM
4	Once the Assessment is verified, the Payment Certificate will be compiled and signed by the QS and handed over to the PC/PM	QS
5	The PC/PM will check the Payment Certificate with Assessment and request the Project Controller to process the required detail on the SAP system	PC/PM
6	The Project Controller to process the Service Entry on SAP and create a SE Number	Project Controller
7	The Project Controller to notify PC/PM once the SE number is generated	Project Controller
8	The PC/PM will then approve the SE on SAP thereby generating a Good Receipt (GR) number	PC/PM
9	The SE number and the GR number to be populated on the Payment Certificate	PC/PM
10	PC/PM to sign and issue the Payment Certificate to <i>Contractor</i>	PC/PM
11	On receipt of the Payment Certificate with the SE and GR numbers, the <i>Contractor</i> will sign the Payment Certificate and, together with the relevant invoice, submit directly to invoiceseskomlocal@eskom.co.za	<i>Contractor</i>
Project Co-ordinator – PC; Quantity Surveyor – QS; Service Entry – SE;		
Goods Receipt – GR; Employer's Representative or Programme Manager - PM		
SAP - Financial Accounting System		

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:

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

- Name and address of the Contractor
- The Purchase Order Number (45....);
- 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)

In addition;

- The words "**TAX INVOICE**" in a prominent place (preferably at the top of the page).
- Name, address and VAT registration number of the supplier/contractor.**
- Name, address and VAT registration number of the recipient.**

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Please note: Eskom's name has to be reflected as **Eskom Holdings SOC Limited** on all tax invoices and Eskom's VAT number is 4740101508. The word just Eskom is not acceptable.

4. An **individual serial number** (tax invoice number) and **date issued**.

5. A **full and proper description** of goods and/or services supplied.

Please note: Merely referring to a contract is not sufficient.

6. The **quantity** or **volume** of goods or services supplied.

7. Ensure that the Eskom Purchase Order Number is clearly indicated on your invoice together with the line number on the order you are billing for

8. Where the supply is subject to VAT at the standard rate, the following in Rand:

- ☐ The Pre-VAT value, VAT amount and consideration OR
- ☐ The total consideration with a statement that VAT is included @15% OR
- ☐ The total consideration and the Rand amount of VAT charged.

Invoice Submission:

- All electronic invoices must be sent in PDF format only
- Each PDF file should contain one invoice; or one debit note; or one credit note only. Eskom SAP system does not support more than one PDF being linked into workflow at a time
- Only one PDF file per email. (i.e. one invoice or one debit note, or one credit note only)
- Send all invoices in PDF straight from your system to the Eskom email address i.e. invoiceseskomlocal@eskom.co.za

Follow-up with Finance Shared Services (FSS):

All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email fss@eskom.co.za

Introducing electronic invoicing does not guarantee payment but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked, and the system will automatically send an email to the end user to do the GR. This is also tracked by Eskom through the park invoice report.

Your company can request a park invoice report from the Finance Shared Services (FSS) Contact Center which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS Contact Center.

2. Performance Management

- The *Contractor's* Performance will be assessed in accordance with the Performance Appraisal Process attached to this contract at completion of each works order.
- The signed Contractor performance appraisal needs to be submitted with the final invoice/payment for each works order.

3. Health and Safety Management

The *Contractor* shall ensure adherence to Eskom Life Saving Rules at all times.

Note: Contravention to any of the Eskom Life Saving rules, can result in termination of the contract subject to the outcome on an investigation.

RULE 1: OPEN, ISOLATE, TEST, EARTH, BOND AND/OR INSULATE BEFORE TOUCH

No person may work on any electrical network unless:

- He / she is trained and authorised as competent for the task to be done.
- A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work commencing.
- An equi-potential zone is created for each worker on the job site by earthing, bonding and/or insulating according to approved divisional procedures.
- All conducting material is connected together, all staff onsite wear electrical safety shoes and insulating techniques are applied according to standards.
- The authorised person (Team leader) has certified and shown all team members that the apparatus is safe to work on. He / she is trained and authorised as competent for the task to be done.
- *Contractor* to take precautionary measures when working in close proximity to other power lines.
- Jumper covering is provided to serve as an overhead jumper protection covering above solid cut-outs to reduce bird electrocutions

RULE 2: HOOK UP AT HEIGHTS

Working at height is defined as any work where an activity above 2 metres is performed from ladders, scaffolds, platforms, buckets, excavation, structures or where there is a potential for a fall. A pre-task risk assessment to identify all risks and hazards must be conducted prior to any work at height commencing.

No person may work at height where there is a risk of falling unless:

- You are appropriately trained.
- You are appropriately secured during ascending and descending.
- You are using an approved fall arrest system where applicable

The *Contractor* must be aware of the operating heights when working under HV lines.

RULE 3: BUCKLE UP

No person may drive any vehicle on Eskom business:

Unless the driver and all passengers are wearing seat belt

RULE 4: BE SOBER

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No person is allowed to work under the influence of drugs and alcohol. Under-the-influence' means the use of alcohol, drugs and /or a controlled substance to the extent that:

- The individuals' faculties are in any way impaired by the consumption or use of the substances or;
- The individual is unable to perform in a safe, productive manner or;
- The individual has a level of any such substance in his body that corresponds with or exceeds accepted medical/legal standards or;
- The individual has a level of alcohol in his body that is greater than 0,02 % blood alcohol concentration.
- Any level of an illegal substance in the body' irrespective of when the substance was used

RULE 5: ENSURE THAT YOU HAVE A PERMIT TO WORK

Where an authorisation limitation dictates, no person shall work without the required Permit to Work. (PTW)

- Work is as defined in the Plant Safety Regulations (PSR) and Operating Regulations for High Voltage Systems (ORHVS) of Eskom.
- A Risk Assessment must be carried out jointly by the Authorised (AP) and Responsible Person (RP) on all work before it commences.
- The PTW must be issued by an AP, in accordance with the PSR.
- The PTW must be accepted in writing by an authorised RP.
- The PTW shall be shown to everyone working on the job and the risks explained.
- The RP must ensure that all staff working on that job is entered on a Workers' Register and the risks explained to each one.
- The RP must ensure that the conditions of the PTW are enforced for the duration of the work.

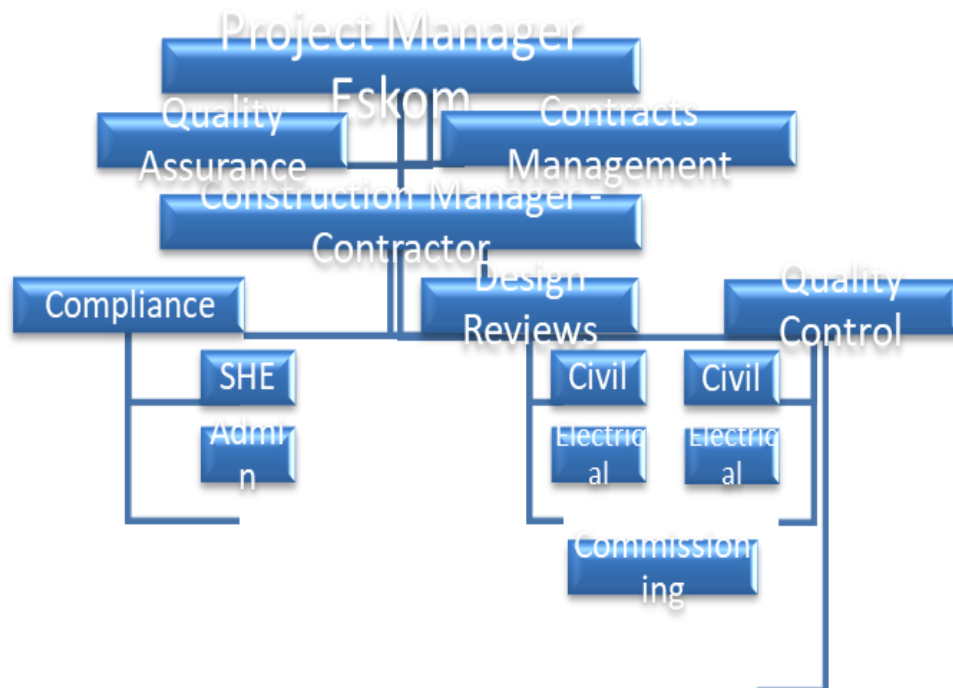
SHEQ REQUIREMENTS:

In compliance to Eskom's SHEQ Policy, the Contractor to ensure;

- Commitment to safety, health and environmental excellence
- Conduct business with respect and care for people and minimise or avoid impact on the environment
- Compliance to environmental legislation, conditions of Environmental Authorisations and requirements set out in environmental management plans
- Acceptance that all injuries and occupational illnesses, as well as safety and environmental incidents are preventable
 - Report, respond to, investigate, close-out, and share learning from safety and environmental incidents
- That SHE is an integral part of your operations and that:
 - no operating condition, or urgency of service, can justify endangering the life of anyone or cause injury or damage to the environment

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In addition, the *Contractor* to ensure as a **tender returnable** the following information (as per organogram) is provided to the *Employer*, stating who the relevant qualified person is as per various role levels of the below organogram with all required credentials.



Other Health & Safety Requirements:

- **The Contractor shall comply with:**
 - The **Occupational Health and Safety Act, 1993**, and all regulations made there under as per the standard clause Z6, stipulated on page 8 of this contract.
 - The **Construction Regulations, 2003**.
 - The Health and Safety Requirements of the *Employer* more fully set out in Distribution Standards **34-333** (The Contractor will sign page 36 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 i.e. 34-145 and 34-146.
 - The Contractor shall ensure that the Site Supervisor has a valid and applicable ORHVS Authorisation. Should a Contractor be in the process of having an in-house employee authorised, then he should indicate by schedule as to when the person will be fully authorised. This however should be finalised before tenders are evaluated and proof thereof provided.
- The Contractor shall ensure that the Contractor's Responsible Person shall supervise the works at all times and be available to take permits where necessary.
- The Contractor shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract.

**"LEGAL COMPLIANCE TO CONSTRUCTION REGULATIONS 2014 Regulation 8(5 and 6)
Appointment of Construction Health and Safety Officer (CHSO) and Professional Registration:**

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The 2014 Construction Regulations were promulgated in February 2014 and have fundamental implications on Eskom and its contractors. These regulations describe the requirements and obligations that are binding and applicable to all persons involved in construction work.

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One of the fundamental requirements focuses on professional registration, where a contractor must appoint in writing, a full time or part time Construction Health and Safety Officer (CHSO) after consultation with the client and after having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site. No contractor may appoint a CHSO who is not registered with the South African Council for the Project and Construction Management Professions (SACPCMP) and has necessary competencies and resources. The CHSO's involvement is generally to assist with the control of all health and safety related aspects on site. This will be effective as of 6th August 2015."

- 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 workplaces 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.
- 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.
- Typically, the identified risks as listed in the "Health & Safety Specification" for this contract which could endanger persons/*works* as per scope of work to be completed by the *Contractor*. Specific risks, related to this project are as follows:

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NB: To be prepared when issuing Works

Typical Risk	Y/N	Detailed Description
LIVE UNDERGROUND CABLES		
WORK IN LIVE CHAMBERS/RESTRICTED AREAS		
LIVE OVERHEAD CONDUCTORS/CROSSINGS		
CLOSE PROXIMITY WORK TO LIVE EQUIPMENT		
OPERATING OF CRANES/VEHICLE MOUNTED		
STATIC ELECTRICITY/INDUCTION		
WORK WITH CHAINSAWS/MECHANICAL CUTTERS		
MATERIALS HANDLING/ HEAVY EQUIPMENT HANDLING		
CONDUCTOR STRINGING AND TENSIONING		
VEHICLE RISKS		
WORK IN OPEN TRENCHES/EXCAVATIONS		
BIOLOGICAL/HEALTH RISKS (CAMPS)		
WEATHER RELATED RISKS (UV, HEAT, COLD, WIND, RAIN, SNOW, ETC.)		
ENVIRONMENTAL RISKS		
ERGONOMIC RISKS (BODY POSITION, FATIGUE)		
WORK ON/DISMANTLING OF RUSTED & ROTTEN POLES AND STRUCTURES		
FIRE RISKS		
PUBLIC SAFETY RISKS		
WORK CLOSE TO PUBLIC ROADS		
WORKING IN ENVIRONMENTAL SENSITIVE AREA		
HISTORICAL EVENTS THAT COULD INFLUENCE THE PROJECT, I.E. CURRENT STRUCTURE DESIGNS, AGE OF STRUCTURES TO BE WORKED ON, ETC		
DEMOGRAPHICS OF THE AREA		

- **THE CONTRACTOR SHALL IDENTIFY MITIGATION ACTIONS FOR ALL IDENTIFIED RISKS, AS WELL AS IDENTIFY ANY ADDITIONAL RISKS AND INCLUDE IT IN THE HEALTH AND SAFETY PLAN TO BE PROVIDED TO THE EMPLOYER ON TENDER RETURN.**

4. Compensation for Occupational Injuries and Diseases (COLD) Act

The *Contractor* shall submit with his tender proof of adherence to the above Act.

- To be completed per project and submitted to *Employer's* Representatives as per works order.

5. Quality of workmanship

- The *Contractor* is required to employ a competent Supervisor or Foreman on site for the duration of the project to implement workmanship quality checks. The Supervisor / Foreman appointed by the *Contractor* must be authorized to take a permit in terms of ORHVS and working earths.
- Eskom will do inspections and quality checks on installations completed by the *Contractor* prior to hand-over of each project.

6. Environmental Management

- The *Contractor* shall receive a Generic Environmental Management Plan where applicable and *Contractor* shall manage the documents.
- Specific Environmental Management Plans might be applicable to some projects. The specific EMP shall be handed over to the *Contractor* at commencement of the project and the *Contractor* shall manage it accordingly.
- *Contractor* shall provide toilet facilities, water and electricity.
- All environmental legal Liabilities and claims arising from the activities of the *Contractor* shall be for the *Contractors* expense and shall be priced for in the P&G's Price List.
- The *Contractor* is required to have an understanding of Eskom's basic environmental principles and commitments.
- No open fires will be allowed on Site.
- Existing roads or tracks are to be used as far as possible.

7. Construction Safety

- 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 and/or lines.
- The *Contractor* shall indemnify the *Employer* and the Engineer against responsibility for safety on the site of the works.
- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 85 of 1993) and Construction Regulations Document which is publicly available.
- Typically, RISK ANALYSIS IDENTIFYING RISKS THAT could endanger the work as done by the *Contractor* will be done per Works Order. The *Contractor* should identify mitigation actions for these risks, as well as identify any additional risks and submit at tender
- The safety of the *Contractors* personnel and employees acquire precedence over the construction works.
- The *Contractor* shall submit a Safety Plan to the *Employer* within one week of award of contract prior to starting on site. The Safety Plan to be assessed by the *Employers* Representative where after on approval will the *Contractor* be allowed access to site.

8. Handover on completion

1. On completion of the works as indicated on the works order, the Contractor shall complete the installation by adhering to all requirements as stipulated in the Handover Procedure as attached to this contract.
2. The Contractor shall negotiate with the *Employer* a reasonable handover date for each project.
3. At the handover meeting, all relevant requirements as per the Handover procedure shall be adhered to by the Contractor. The *Employer's* representative shall only verify the handover documentation.
4. All relevant test readings, including earth readings shall be indicated by the Contractor on the Handover Documentation. All test readings shall be done according to Eskom Specifications and Standards.

9. General

1. Except for site management and specialized labour such as operators for plant and equipment, the *Contractor* is encouraged to use "local" labour on a temporary basis for all manual tasks.
2. The *Contractor* will attend all site meetings as arranged by the *Employer*

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3. The *Contractor* will report all obstacles on site that could impact on time and cost e.g. Trees, obsolete poles, and inclement weather to the *Employer* in writing.
4. All Construction work shall be carried out in accordance with all the statutory requirements applicable to the area, Eskom's specifications, standards and regulations
5. The *Contractor* will be given access to the proposed site and the *Contractor* must comply with Eskom's, National, Provincial and Local environmental policies, safety standards and laws.
6. The onus is on the *Contractor* to obtain the latest revision of standards applicable.
7. The *Employer* reserves the right to alter the scope of the works, programme and constraints.
8. The Clerk of Works of the *Employer* will do Quality Control Checks and inspections on the *works*. The *Contractor* notifies the Clerk of Works or *Employer's* Representative of any inspections to be done three days in advance.
9. The *Contractor* shall ensure that caution is exercised when working in close proximity of live electrical equipment.

10. Requirements for the programme

- A comprehensive and fully detailed programme is to be submitted within the seven (7) days after the introductory meeting and should indicate all milestones and critical dates. This programme must first be approved by the *Project Manager* and must be updated on an as and when required basis by the *Project Manager*.
- **The following dates shall be clearly reflected on the programme:**
- Starting and completion dates for all activities as well as relevant key dates for hold or witness points. All relevant significant activities shall be shown in order to monitor the progress in the factory/workshop.
- The programme shall also reflect a 2-week period for inspection and correcting of Defects before the completion date.
- Updated programmes must be available at all meetings reflecting progress to date and the date when delivery will take place through the use of task orders.
- **FORMAT OF THE PROGRAM**
- The *Contractor* shall submit his construction program in terms of the conditions of contract.
- The *Contractor* is to submit a revised programme for acceptance at each site meeting.
- This program shall be in the form of an approved Gantt Chart containing the following information:
- All construction activities, including milestones, initial tasks, critical path, required Outages, and target *Dates*. All potential risk activities should be clearly indicated on the critical path.
- Every activity on the programme will be clearly linked to labour resources and equipment required to perform the specific activity.
- Projected weekly progress on *site* for the entire duration of the contract.
- Completion and hand-over *Dates* for formal inspection by the site supervisor must be indicated.
- A column showing the daily tempo of all the construction activities must be indicated next to the activity on the programme.
- Project expenditure on a monthly basis for the entire duration of the contract.
- The following project phases and activities are minimum requirements for the programme:
- Site Establishment and Material Delivery – Lead times to be specified.
- Preparation work – Work that can be completed without the necessity of power outages
- Outage work – Work that must be completed under outage conditions
- Planned outages to be included in the programme
- *Contractors* float to be included in the programme
- The Contract Program will be on display in the *Contractors* Site Offices and will be updated weekly. In addition to the maintaining of this programme, the *Contractor* will report progress to the *Project Manager* at each site meeting or at request of the *Project Manager*.

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- The *Contractor* shall also provide an organisation chart showing the personnel to be employed for the *works*, along with a detailed CV of all key personnel.
- Should any deviations to the program be found the *Contractor* shall submit a revised program to the *Project Manager* within one week of such deviations being brought to the *Contractor's* attention.
- The Outages must be arranged with *Employer* via the Outage arrangement procedures, as a pre-requisite for the acceptance of the programme by the *Project Manager*.
- Acceptance of any program by the *Project Manager* shall have no contractual status other than an indication that the *Project Manager* is satisfied as to the order in which the work is to be carried out, and that the *Contractor* undertakes to perform all work in accordance with the accepted program.
- The *Project Manager* retains the right to alter the accepted program should circumstances on *site* necessitate such a change.
 - OTHER INFORMATION TO BE SHOWN ON THE PROGRAM.
- The following Statutory non-working days are included within the contract period:
- All Public Holidays for the duration of the contract.
- The programme must clearly indicate the non-working days for the entire construction period.

11. Services and other things provided by the Employer

Item	Date by which it will be supplied
Access to site	At handover meeting
All project specific drawings	On the FDP
Way leaves	On the FDP
Health and Safety Spec	At handover meeting

Part 4: Site Information

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

C4: Site Information

General description

1. The *Contractor* to ensure that he becomes fully aware of site conditions as well as access conditions such as soil/subsurface/ground water levels conditions prior to submitting a tender.
2. The *Contractor* is required to work in close proximity of existing underground cables within the substation property.
3. Access control to be monitored by the *Contractor* to avoid the public and animals from entering the premises during and after working hours.

For example: If an existing barrier fence is removed, it must be replaced the same day

4. The *Contractor* is deemed to execute Safety Procedures to ensure the safety of his staff, Sub-contractors and community during the Contract Period.
5. The safety of the *Contractors'* employees, Subcontractors and community takes preference over the scope of the works.
6. Caution to be implemented when *works* commences. Damage to Eskom, farmers/adjacent owner's property will be to the *Contractors'* account.
7. The *Contractor* should take all reasonable steps to become fully aware of existing services.
8. No fires are allowed on site (to fully comply with the EMP).

Security on site is to be provided by the *Contractor* after he has assessed the security risk and the need to have security on site. Contractor to adhere to the "subcontracting requirements" outlined in this contract.

Subsoil information

Hidden services

The *Contractor* shall liaise with the relevant Eskom representative after the exact position of a structure and proposed cable route have been marked out as per design to determine the implication of design to underground services and all excavations to be done by hand.

The *Contractor* will be required to hand excavate to locate existing services where the position of such cannot be accurately fixed by other means, before commencing with excavation work. Any claims resulting from the *Contractor's* omitting to do this will be for his own account. Once the services have been located, the *Contractor* shall ensure that all the necessary precautions as per design are taken to protect such services during the construction period.