



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and

for **Sere Wind Farm Access Roads Betterment and
Regravelling**

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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:

Sere Wind Farm Access Roads Betterment and Regravelling

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)

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. _____'

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 _____ _____ Name & signature of witness _____ _____ Date _____	_____ _____ _____ _____ _____ _____ _____ _____
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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):	Shawn Hurling
	Address	Bellarosa Office Park Modena building 6th floor Rosendal 7441
	Tel No.	021 859 9201
	Fax No.	086 661 2846
	E-mail address	HurlingS@eskom.co.za
11.2(11)	The <i>works</i> are	Sere Wind Farm Access Roads Betterment and Regravelling
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	Sere Wind Farm
30.1	The <i>starting date</i> is.	Contract Award
11.2(2)	The <i>completion date</i> is.	Contract end date
13.2	The <i>period for reply</i> is	2 days
40	The <i>defects date</i> is	16 weeks after Completion
41.3	The <i>defect correction period</i> is	2 weeks
50.1	The <i>assessment day</i> is the	Completion day
50.5	The <i>delay damages</i> are	R6000 per day up to a maximum of 10% of the Contract Value
50.6	The retention is	5% of Contract value (maximum 16 weeks after completion)
51.2	The interest rate on late payment is	0.5%

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

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	<p>the amount of the deductibles relevant to the event described in the applicable "Format ECSC3" policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p>
82.1	The <i>Employer</i> provides this insurance	<p>as stated for "Format ECSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p> <p>(See Annexure A for basic guidance)</p>
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	<p>The <i>Adjudicator</i> is</p> <p>Address</p> <p>Tel No.</p> <p>Fax No.</p> <p>e-mail</p>	<p>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</p> <p>[•]</p> <p>[•]</p> <p>[•]</p> <p>[•]</p>
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	<p>The <i>tribunal</i> is:</p> <p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p>	<p>arbitration.</p> <p>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</p> <p>South Africa</p>

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 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*.

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.

- 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 means any one or more of a Coercive Action, Collusive Action Corrupt Action,

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 <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i>	The Defects Certificate has been issued

	insurance	
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , 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
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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 *Employer's* 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 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.

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

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

SERE WIND FARM ACCESS ROADS REHABILITATION (GRAVEL ROADS BETTERMENT AND REGRAVELLING) SUMMARY			
SUMMARY OF SCHEDULES			
SCHEDULE		DESCRIPTION	AMOUNT R
1		SCHEDULE A : PRELIMINARY AND GENERAL	
2		SCHEDULE B : ROADWORKS	
TOTAL			

SERE WIND FARM ACCESS ROADS REHABILITATION (GRAVEL ROADS BETTERMENT AND REGRAVELLING)					
SCHEDULE A : PRELIMINARY AND GENERAL					
SECTION 1: PRELIMINARY AND GENERAL					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1	<u>SECTION 1: PRELIMINARY AND GENERAL</u>				
1.1	PRELIMINARY AND GENERAL FIXED-CHARGE ITEMS				
1.1.1	Contractual Requirements	Sum	1		
1.1.2	Site Establishment	Sum	1		
1.1.3	Contractor's obligation in respect of the Occupational Health and Safety Act and construction regulations. Health and Safety file preparation and submission taking cognisance of the Employer's health and safety specifications and/or requirements.	Sum	1		
1.1.4	Storeroom/Office Container	Sum	1		
1.1.5	Portable Toilets	Sum	1		

1.1.6	Site Deestablishment	Sum	1		
1.1.7	Provisional amount for materials testing as instructed by the Engineer	Provisional Sum	1	50 000.00	50 000.00
1.1.8	Cost of survey in terms of land surveying act	Sum	1		
2	PLANT AND EQUIPMENT				
	SUPPLY PLANT INCLUDING, OPERATOR, FUEL, MAINTENANCE AND PERTINENT COST				
2.1	Tipper truck	hr	1		Rate only
2.2	Grader	hr	1		Rate only
2.3	Front End Loader	hr	1		Rate only
2.4	Digger/Loader	hr	1		Rate only
2.5	Water truck	hr	1		Rate only
2.6	Vibrating roller	hr	1		Rate only
3	ACCOMMODATION OF TRAFFIC				
3.1	Accommodation of traffic for access roads for the duration of contract. The contract rate include standard traffic accommodation, signage, flagmen, safety signs, traffic safety equipment for the rehabilitation of the gravel roads	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY					R

SERE WIND FARM ACCESS ROADS REHABILITATION (GRAVEL ROADS BETTERMENT AND REGRAVELLING)					
SCHEDULE B : ROADWORKS					
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4	<u>SECTION 1 : CLEARING AND GRUBBING</u>				
4.1	Clearing with machines and hand labour where necessary. This includes removal of vegetation in the roadway and dispose offsite.	km	31		
5	<u>SECTION 2 : GRAVEL ROAD BETTERMENT RIP, RECOMPACT AND BLADING</u>				
5.1	Maintenance for full width of road				
5.1.1	All Roadways. Type G5 Commercial Gravel (100mm) compacted to 98% Mod AASHTO max density for all roads	m ³	8160		
5.1.2	The tendered rates includes full compensation for ripping/reworking of existing road material, placing 100mm thick layer of G5 commercial gravel to be used for shortfall material where required, spreading the material, breaking down oversize material, shaping (survey for level control), scarifying, grader blading, watering, slush compaction, mixing of in situ material where required and compaction to specified density, recompact ground surfaces to a depth of 200mm, in situ compaction to 93% MOD AASHTO and trimming to required levels, maintenance of existing drains and channels, tidying and finishing off the road within the road reserve. The rate includes all plant, equipment, operators, testing and resources to carry out the works. Modified AASHTO density tests and field compaction tests.	km	31		
TOTAL CARRIED FORWARD TO SUMMARY					R

C3: Scope of Work

C3.1 Works Information

C 3.1.1 Description of the works

The works makes provision for road betterment and regravelling of existing access roads at Sere Wind Farm. This includes the surface maintenance of the existing wearing course, grader blading, rehabilitation of eroded areas, reworking, watering and compaction.

C 3.1.1.1 Background

The Sere Wind Farm is located close to the town of Koekenaap and falls within the Matzikama Municipality, in the Western Cape, South Africa. The power station contributes to Eskom’s on-going effort to ensure continuity of supply to its customers, and proactively engage in clean, sustainable electric power generation in the long term. The wind farm is premised on the need for diversifying Eskom’s energy mix and implementing technologies that will contribute to clean energy production.

The site access roads are showing signs of distress and fatigue in the form of corrugations, rutting, stoniness, aggregate loss and erosion. The existing gravel roads require remedial works to reinstate the design integrity. The existing pavement design (refer to cross section drawing) and road description is as follows:

Road Type	Access/ Class 4
Surface	Unsurfaced, Gravel Wearing Course (G5) 250mm
Selected Subgrade	In situ material SSG 300mm
Road Profile Shape	3% Chamber/Crossfall
Road Width	5- 6.5 m
Sidewalks	No formal sidewalk

C 3.1.1.2 Employer’s Objective and Purpose of The Works

The Employer’s objective is for a competent Contractor to perform rehabilitation repairs to the access road network in order to:

- Ensure improved structural performance, integrity and system health of the access road network is preserved and reduce potential risks posed to personnel, operations, and damage to plant.
- Sustain the Power Station’s design life cycle and increase the remaining useful life of the access road network.
- Ensure safe working procedures that pose no threat to Eskom employees, Contractor’s and the environment.
- Ensure that the preservation of civil infrastructure is instituted to achieve the desired design life of the Power Station.
- The road maintenance work to improve riding quality, serviceability and drainage properties.

C 3.1.1.3 Interpretation and terminology

The following definitions are used:

Definitions	Meaning given to the definition
Risk	Effect of uncertainty on objectives. An effect is a deviation from the expected (positive and/or negative). Objectives can have different aspects, such as financial, health and safety, and environmental goals and can apply at different

	levels such as strategic, organization-wide, project, product and process.
Structural Integrity	Structural integrity is an engineering field that plays a fundamental part of ensuring that structures are fit to do what they are designed under normal operational conditions and are safe when conditions exceed the original design intent.

The following abbreviations are used:

Abbreviation	Meaning given to the abbreviation
AASHTO	American Association of State Highway and Transportation Officials
CBR	California Bearing Ratio
COTO	Committee of Transport Officials
DS	Draft Standard
ECC	Engineering & Construction Contract
etc	etcetera
ISO	International Standards Organisation
m	meter
NEC	New Engineering Contracts
OHSA	Occupational Health & Safety Act
OMC	Optimum Moisture Content
QA	Quality Assurance
QC	Quality Control
QCP	Quality Control Plan
SANS	South African National Standard
TLB	Tractor, Loader, Backhoe
TMH	Technical Methods for Highways
TRH	Technical Recommendations for Highways

C 3.1.2 Management and Start Up

C 3.1.2.1 Engineering quality assurance requirements

The Quality Plan manages the overall quality of the project’s main activities and milestones. It lists detailed activities in order of execution where each activity is described and references the associated work packages or specifications with witness, hold and verification points.

- The QCP’s make provision for signatures indicating Completion by the *Contractor* and acceptance by the *Employer* at the end of each activity.
- The *Contractor* complies with all quality requirements as set out in 240-105658000 Supplier Quality Management Specification.
- The *Contractor* complies with the latest version of the ISO 9001 Quality Management System.
- The quality requirements are as per Eskom Standard, 240-105658000 Supplier Quality Management Specification.

- The *Contractor* defines the level of QA/QC or inspection imposed on his Subcontractors and suppliers.
- The programming of inspections, hold and witness points are agreed between the *Employer* and the *Contractor* prior to undertaking any work or inspections.
- All technical design and implementation documentation and QCP are submitted to the *Employer* for Acceptance 4 weeks prior to the commencement of any *works* or inspections.
- The *Contractor* has the necessary equipment and qualified staff to carry out the quality control required to ensure compliance with the specification.
- Quality control to be carried out by a qualified inspector who is independent of the application activities. Quality control cannot be carried out by the site supervisor, or any member of staff involved in production and programming.
- The *Contractor* retains the following records:
 - Material batch records
 - Signed Product Data Sheets.
 - Technical records
 - Records of dates and times of the application of each coat including repair coats.
 - Records of specific tests as required by the *Employer*
- Quality control plans will include, but is not limited to the following aspects of the *works*:
 - Road Works

C 3.1.3 Engineering and the Contractors Design

The existing design remains the same as per the drawings of the access road network. The access road network match the existing layout and configuration. See section C 3.2 List of drawings.

C 3.1.3.1 Scope of work

The Scope must be read in conjunction with the specifications as stipulated in Section C 3.3.1.1 to C 3.3.1.4 Discrepancies or ambiguities are to be reported to the Employer prior to submission of tender. The Contractor must submit all work methods, procedures and specifications to the Employer for acceptance. The Scope of *works* entails the provision of services to safely repair the road in accordance with the Works Information.

The *works* comprises the following:

Applicable Structure	Scope
<p><u>Gravel Roads Sere Wind Farm (As per Key Layout plan-Drawing 1)</u></p>	<ul style="list-style-type: none"> • Submission of all work methods and procedures to the <i>Employer</i> for acceptance. • The <i>Contractor</i> to provide resources, equipment and services in compliance with the OSH Act. • The <i>Contractor</i> to supply and deliver all necessary materials, machinery, tools and equipment required to perform the <i>works</i> as stated in the Technical Specification. • Repair existing gravel roads as detailed in typical drawings, survey for design check, level control and construction, clearing/grubbing, removal of vegetation, rehabilitation of eroded areas, grader blading, regravelling, reworking (Rip and Recomaction to a depth of 200mm), watering and pavement layer compaction. • The regravelling includes importing 100mm (thickness, tight) G5 commercial Gravel Wearing Course.

The Contractor assesses the full scope of work at the site inspection meeting and submits tender accordingly. The Contractor shall check and verify the as built condition. The scope is read in conjunction with specifications and the pricelist.

C 3.2 Drawings

Drawing number	Revision	Title
1	3	SERE WIND FARM – SITE ACCESS ROADS KEY LAYOUT PLAN

The drawings provided by the Employer are for reference and pricing only. The Contractor verifies the correctness of these drawings against the As Built condition prior to commencing with the works. Nothing in the drawings lessens the Contractor’s obligations as detailed in any other documents forming part of the Contract.

The drawings are the Employer’s as built drawings for rehabilitation purposes as per the Works Information.

C 3.3 Specifications

Title	Reference Number	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements: OHSA No 85 of 1993		✓
Environmental requirements: National Environmental Management Act of 1988		✓
Eskom’s Procurement and Supply Chain Management Procedure	32-1034	*
Contractor Contract Quality Requirements Specification	240-105658000	*
Manage Engineering Accountability Procedure	240-53113953	*
Engineering Change Management Procedure	240-53114002	*
Design Review Procedure	240-53113685	*
Engineering Quality Manual	240-53665024	*
Engineering Policy	240-4332798	*
Generation Plant Safety Regulations	36-681	*
Standard drawing practice	GGG 0315	*
Drawing record system	GGG 0441	*
Quality requirements for engineering and construction works	GGG 0462	*
Eskom Life Saving Rules	32/421	*

The Compensation for Occupational Injuries and Diseases Act No.130 of 1993, amended by government notices to 30 April 2004 or Equivalent		✓
National Environmental Management Act of 1988		✓
ISO 9001:2008 Quality Management Systems		✓
Eskom Life-saving Rules Directive 23-421	240-62196227	*
Local Authority By-laws		✓
<u>Technical Specifications:</u> Inspections and assessments must comply with the following specifications. The following SANS specifications for Civil Engineering is applicable to the work.		
1200 series specification for civil work	SANS 1200	✓
Roads (General)	SANS 1200 M-1996 (1st Rev)	✓
Committee of Transport Officials-Standard Specifications for Road and Bridge Works for South African Road Authorities-DS October 2020	COTO-2020	✓
Standard Visual Assessment Manual for Unsealed Roads	TMH 12 2000	✓
Guidelines for Road Construction Materials	TRH 14	✓
The Structural Design, Construction and Maintenance of Unpaved Roads	TRH 20	✓
Inspection Manual for Civil Works at Eskom Power Station	240-99527377	*
Road Specification Manual	240-84418186	*
Technical Specification for access roads betterment and regravelling at Sere Wind Farm	480/44	*

* Available on request

The revisions and amendments of the Specification documents that apply are the latest revisions and amendments in force at the time of the Contract authorisation. Nothing in the Specification documents lessens the Contractor's obligations as detailed in any other documents forming part of the Contract.

C 3.3.1 Particular specifications and Performance Requirements

C 3.3.1.1 Gravel Material and Pavement Structure

- The Contractor to perform a detailed site inspection to note the existing features and as-built condition. This includes performing a road construction survey (before and during construction) for level control to ensure the cross-sectional properties of the road is acceptable in terms of the crossfall, camber, vertical alignment and horizontal alignment. The Contractor takes cognisance of the surroundings that may potentially affect the works during implementation.
- The Contractor shall note that he will be required to use G5 gravel wearing course for execution of the works. The Contractor shall be required to obtain the necessary material from commercial sources. The Contractor takes into account the location and distance of material to be imported and includes this into the price. The regravelling includes the addition of 100mm (tight/compacted) Gravel

Layer, G5 Commercial Gravel shortfall material where required. The gravel layer to be compacted to 98% Mod AASHTO density with min CBR of 60 at 96%. The construction is to be in accordance with the typical pavement design and road profile.

- The in-situ selected subgrade material to be ripped and re-compacted to 100% Mod AASHTO density with minimum CBR of 20 at 100% for granular sand, unless otherwise agreed by the Engineer. In place reworking of pavement layers, the material in any existing layer complies with the requirements for the new layer, the *Contractor* shall scarify the layer to the specified depth, add the extra material and reprocess the layer in place. Reprocessing includes watering by spraying, mixing and compacting the layer to the density specified for the layer concerned.
- Works to be inclusive of maintenance ensuring proper functionality and maintenance of existing drains and channels
- The Contractor to carry out at his own cost the required process control testing as specified in terms of the Standard Specifications for Road and Bridge Works for South African Authorities (COTO), Draft Standard (DS), October 2020. The material specifications to meet the requirements of TRH 20 and material classification as per TRH 14.
- The Contractor provides Transport, Carting and Equipment (Plant) to perform the works this includes all that is necessary to perform the works. This would typically include, Tipper trucks, TLB (Tractor, Loader, Backhoe), Grader, Water Truck, Vibratory Rollers, etc. Plant and Equipment used must be fit for purpose as per the standard guidelines for road maintenance (refer to Section C 3.3).
- Degree of accuracy in the horizontal plane is degree of accuracy I, as per SANS 1200D.
- The Contractor supply plant including, operator, fuel, maintenance and pertinent cost to perform the *works*.

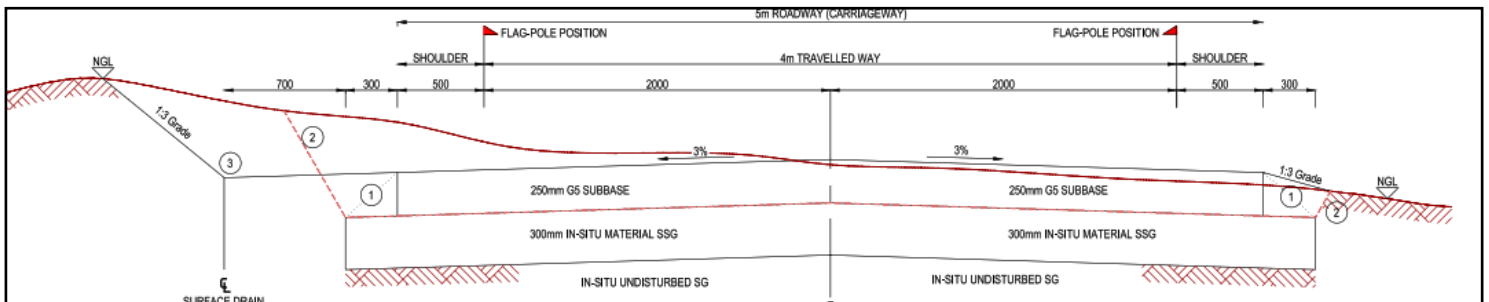
C 3.3.1.2 Subgrade Preparation- Potholes, Erosion etc.

- The Contractor identifies areas that requires repair works by performing a survey. Initially the subgrade should be cleared of vegetation. All vegetable matter and organic soil to be removed. The road bed should be ripped and mixed, sprayed with water to about Optimum Moisture Content (OMC) and then be compacted to a density of at least 93% Mod AASHTO (about 95% Proctor) maximum dry density.
- Subgrade preparation includes sound in-situ material before placing wearing course.

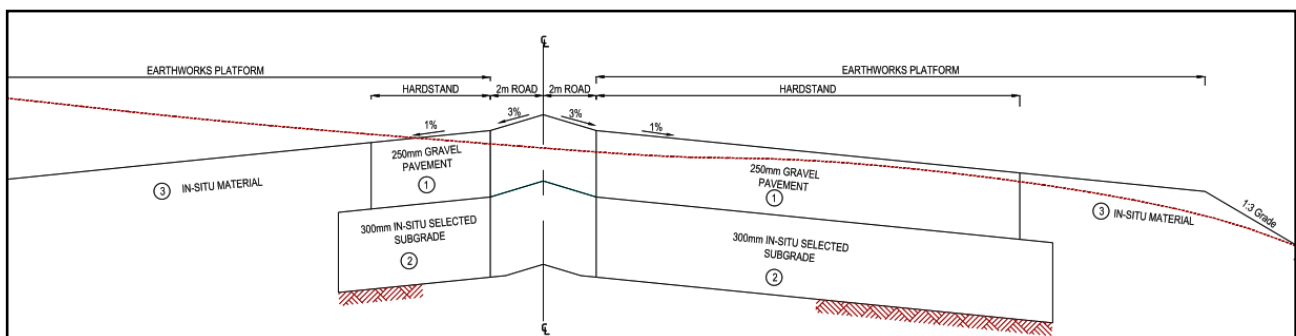
C 3.3.1.3 Regravelling and Blading Operation Specification (Eroded Areas, Potholes, etc.)

- Gravel wearing course to be compacted to 98% mod AASHTO density.
- The construction of layers to be used using conventional construction methods, see C 3.3. The tendered rates to include the following:
 - Spreading the material and breaking down oversize gravel material using one normal grid rolling operation or an equivalent operation.
 - Removal of up to 5% of the compacted layer volume of oversize material that cannot be broken down.
 - Supply and adding of water for compaction purposes.
 - Mixing, Levelling, and compacting to the specified density. This includes modified AASHTO density tests and field compaction tests.
 - Slush-compaction of material layers or other layers that may be specified to receive slush-compaction.
 - Finishing the layers in accordance with the specifications and Contract Documentation.
 - Removal of all material in the windrow after the compaction of the layer has been completed.
 - Clearing, trimming, disposing of material, tidying and all other work to be done for finishing off the road.
 - The Contractor to supply all plant and equipment required to carry out the works.

- The type of blading required will depend on the condition of the wearing course of the existing gravel road section. The blading will be from the one side of the road to the other side by means of a grader moving material across the road width. Method of blading will be wet blading, heavy blading or grading as per the TRH/TMH manuals and Gravel Road Maintenance guidelines.
- Method of blading will be wet blading, heavy blading or grading as per the TRH/TMH manuals and Gravel Road Maintenance guidelines.
- The cross section of the road profile to be maintained as per the existing as far as possible. Typical crossfall and camber to vary between 3% and 5% depending on the section of road. Superelevation to be maintained where applicable. Refer to the pavement design.
- Spot regraveling, reworking, blading and compaction to be in accordance with TRH 20 and COTO specification.
- The work to be executed in accordance with the relevant codes of practice, standards, regulations, municipal laws and by-laws, manufacturer’s specifications and codes of practice and all additional and particular specifications included in this document.
- All construction work to conform to the relevant SANS specifications.



Typical Road Cross Section- Roadway



Typical Road and Hardstand cross section

C 3.3.1.4 Acceptance Testing

The Contractor to carry out at his own cost the required process control testing as specified in terms of the Standard Specifications for Road and Bridge Works for South African Authorities (COTO), Draft Standard (DS), October 2020. The material specifications to meet the requirements of TRH 20 and material classification as per TRH 14.

C 3.3.1.5 Quality Assurance (QC)

- The *Contractor* provides the necessary equipment and qualified staff to carry out the QC required to ensure compliance with the specification.
- QC to be carried out by a qualified inspector who is independent of the application activities. Quality control cannot be carried out by the site supervisor, or any member of staff involved in production and programming.
- The *Contractor* retains at least the following records:
 - Material batch records
 - Signed product data sheets and material specification
 - Records of surface preparation
 - Records activity application
 - Records of specific tests as required by the *Employer*
 - Mix design records
 - Material delivery notes
 - Survey records of works
- These records to be kept in a format that meets the approval of the *Employer*.
- The cost of QC shall be included in the *Contractor's* tender price.
- Before the commencement of the contract, the *Contractor* prepares the following:
 - A Quality Plan detailing each activity to be carried out during the execution of the *works*. Each activity shall be supported by a detailed Works Procedure/Method Statement for that activity. The Quality Plan will also detail the inspection requirements of each specific activity, listing whether it is a review, witness or hold point, and defining the responsibilities of the various parties at each stage of the works.
 - The Safety File.
 - The joint guarantee for coating manufacturer, materials, and workmanship.
- The *Contractor* provides the necessary documentation to be used during all quality control inspections. Such documentation is reviewed and approved by the *Employer* before work commences.
- The *Contractor* produces evidence that he has copies of and understands all reference documents listed under the specification section.

C 3.3.1.6 Quality Surveillance

- The *Employer* may either carry out Quality Surveillance of the work or employ an independent technically qualified organisation to carry out Quality Surveillance of the work on his behalf. In the event of dispute, the decision of the *Employer* shall be final.
- For the purpose of carrying out quality surveillance, the *Employer* or his authorized representative to be granted access to any part of the *Contractor's* premises relevant to the work being carried out, at any reasonable time. The *Contractor* provides, at his own cost, any equipment or labour necessary to gain safe access to sections of the works to carry out surveillance.
- The *Employer* or his authorized representative may remove any reasonable samples of materials to be used. Rejection of the samples will place a hold on the use of material of the same batch number and may lead to rejection of all that batch of material and the reworking of any components that have already been done (example coating, grouting etc.) with rejected material.
- The *Employer* or his authorized representative may carry out reasonable destructive tests to ascertain compliance with the specification. Areas thus damaged are repaired by the *Contractor* to the satisfaction of the *Employer* at no additional cost.
- The *Contractor* notifies the *Employer* or his authorized representative in advance and timeously of the date on which the activities will be complete and ready for inspection.
- On completion of the contract a final inspection shall be carried out by the *Employer*, or his authorized representative and a Contract Completion Certificate will be issued. Final payments will not be made until this Contract Completion Certificate has been issued. This final 'completion' inspection should be carried out just prior to handing over of *works*.

C 3.3.1.7 Records

On completion of the works, the *Contractor* provides the *Employer* with a Data Book containing all the relevant Quality Control documents and records pertaining to the works.

This data book contains, as a minimum, the following:

- The Quality Plan.
- Copies of all Batch Release Certificates from the manufacturers acquired during the course of the project.
- Copies of the signed paint manufacturer's data sheets acquired during the course of the project.
- All relevant QC Records.

C 3.3.1.8 Clean working conditions

The site is kept and left in a clean and orderly condition as the work progresses and upon completion thereof. The *Contractor* stores equipment, materials and plant for which he is responsible in an orderly manner.

C 3.3.1.9 Procedure for submission and acceptance of *Contractor's* design

The *Contractor* makes use of the *Employer's* design (As built drawings and specification). The *Contractor* is responsible for the complete works and design work based on the *Employer's* functional specification and that proposals are submitted to the *Employer* for acceptance prior to commencement with the manufacturing and construction phase. The *Contractor* is using the *Employer's* design as set out in the drawings list of this Technical Specification. The *Contractor* submits drawings and specifications to the *Employer* for acceptance before manufacturing commences.

C 3.3.1.10 Use of *Contractor's* design

The *Employer* may use and copy the *Contractor's* design for any purpose connected with construction, use, alteration or demolition of the *works*.

C 3.3.1.11 Design of Equipment

The *Contractor* submits particulars of the design of an item of Equipment to the *Employer* for acceptance if the *Employer* instructs him to if needed.

C 3.3.1.12 Equipment required to be included in the works

The *Contractor* provides all mobile access, scaffolding, ladders, rope access and lifting/rigging to perform the *Works*. The *Contractor* provides and erects such scaffolds and rigging as may be required. All scaffolding and rigging complies with the requirements of the OHS Act. Temporary welded support elements are not permitted except where written approval has been granted by the *Employer*.

C 3.3.1.13 As-built drawings, operating manuals and maintenance schedules

The *Contractor* submits marked up drawings, operating manuals, and maintenance schedules to the *Employer* for acceptance at completion of the works.

C 3.3.1.14 Procurement

The *Contractor* provides all labour, gear and tools, vehicles, temporary works/ scaffolding, consumables, bulk mixing plant, equipment and cleaning materials required to provide the *Works*. The *Contractor* supplies/procures all Plant and Material, fabrication, manufacturing, handling, storage, testing, delivery, off-loading and erection/construction, disposal of debris and finishing in every detail of *works*. The *Contractor* constructs any works that can be reasonably inferred from this *Employer's* specifications.

During the erection period, the *Contractor* as a builder and/or user of machinery performs 'building work' in terms of OHS Act. The *Contractor*, before taking occupation on a Site, obtains a permit to work from the *Employer*. No unauthorised person(s) enters into any prohibited/restricted area. Daily dairies/logs/data books are kept and signed by the *Contractor* and are also signed off daily by the Supervisor.

The following is to be recorded (as a minimum) in the daily diaries:

- Manpower and Equipment used,
- Weather conditions,
- Description of any unique occurrences, incidents, or accidents,
- Delays and reasons for the delays,
- Industrial relations abnormalities,
- Description of activities to be performed,
- Recording of on-site tests, for example slump tests.

In addition to the afore mentioned, the *Contractor* adheres to the following:

- The *Contractor* is restricted to the Site.
- The *Contractor* is not to enter any other areas and ensures that his employees abide by the regulations.
- The *Contractor's* equipment does not impair the operation or access to the plant.
- The *Contractor* provides any temporary or expendable materials required for the storage of material.
- The *Contractor* safeguards and secures all items whilst in the *Contractor's* custody and control, until completion of the works.
- The adjacent plant and equipment are not modified without written permission from the Employer. Modification in this sense includes, but is not limited to the following:
 - Welding onto existing plant,
 - Drilling into structural steel or concrete,
 - Cutting or removing,
 - Loading adjacent structures.

C 3.3.2 Plant and Materials

C 3.3.2.1 Quality

- The quality requirements are as per *Employer's* Standard 240-105658000: Supplier Quality Management Specification.
- The *Contractor* establishes and implements a system that, as a minimum, meets the requirements of the ISO 9000 series for quality management systems.
- The main objectives of this series are to ensure that appropriate quality requirements are employed to comply with the services.
- The *Contractor* notifies the *Employer* of any proposed changes to the quality management system that will affect the contract quality requirements, prior to implementing such changes.
- The *Contractor* ensures that appropriate quality requirements are placed to comply with the services.
- The *Contractor* notifies the *Employer* of any proposed changes to the quality management system that will affect the contract quality requirements, prior to implementing such changes.
- Quality Control Plans (QCP's) to be presented by the *Contractor* for *Employer's* Acceptance.
- Corrosion protection to meet the quality requirements of 240-106365693 Standard for the External Corrosion Protection of Plant, Equipment and Associated Piping with Coatings.
- Civil Engineering *works* to meet the quality requirements of standards listed in C 3.3.

C 3.3.2.2 Guarantee Inspection

- The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor*.

- The *Contractor* provides the construction guarantees for the complete works. The *Contractor* provides the guarantees for their obligations in a letter format clearly stating the guarantees in relation to the scope of work.
- The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Employer* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.
- The bond/s or guarantee required is provided within 2 weeks of the Contract Date.

C 3.3.2.3 Defects correction

- All new equipment, materials and systems shall be furnished with a written guarantee with a defects liability period as per the NEC Contract from date of completion of work. These guarantees shall be furnished in favour of the Employer. On Completion of the required and specified work the systems, installations and equipment shall be commissioned and handed over to the Supervisor for acceptance.
- On or before the completion date the *Contractor* has done everything required to Provide the *works*.
- The *Employer* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the works and Others from doing their work.
- After successful commissioning of the plant, the *Employer* takes over the works or section of the works by means of a Take-over certificate listing all defects that may still be outstanding from the works, however not hindering the successful operation of the plant.

C 3.3.2.4 Plant & Materials provided “free issue” by the *Employer*

No Plant and Materials is provided free issue by the Employer.

C 3.3.2.5 *Contractor's* procurement of Plant and Materials

- The *Contractor* procures all Plant and Material required for execution of the work.
- The *Contractor* ensures all Plant and Material supplied are adequately packaged and crated for transportation and delivered to Sere Wind Farm.
- The *Contractor* ensures prior to construction that the Plant and Material delivered are not damaged during delivery to site.
- The Plant and Material is protected against any damages during storage, loading and transportation.
- Crates, containers, boxes etc. are clearly marked on the outside as to the specific contents.
- The *Contractor* is responsible to ensure that all his/her belongings are always stored safely and are not obstructing other operations in the power station.

C 3.3.2.6 *Contractor's* Equipment (including temporary works)

- The *Contractor* ensures that any sophisticated or highly specialised Equipment that is required in order to complete the *works* is put forward on notice to the *Employer*.
- All other Plant and Materials are to be provided by the *Contractor*.
- Suitable lifting equipment is used for off-loading and loading of the Equipment and associated equipment at the works.

- The *Contractor* provides all the necessary tools, equipment, working at heights equipment, anchor points, mobile access etc. required to execute the *works*. During construction, the *Contractor* provides photographs of the works specifically the areas that are above ground level.
- Transportation of equipment and materials is the responsibility of the *Contractor*.
- The *Contractor* supplies, installs, maintains, and removes all temporary construction facilities and utilities necessary to provide the *Works*. Additionally, the *Contractor's* Equipment does not impair the operation or access to the plant.

C 3.3.4 Construction

C 3.3.4.1 Temporary works, Site services & construction constraints

For all intents and purpose, temporary works for this contract shall be any work or infrastructure and or establishment which the *Contractor* requires in order to provide the *Works*, which includes inter alia his facilities, laboratories for control and acceptance testing, connection to existing water, sewer, electricity, etc. All such temporary works shall be adequately decommissioned, restoration to natural environment and the area made good on completion of the works; all to the acceptance of the Employer.

Method statements shall be prepared prior to commencement of any work for the acceptance of the Supervisor. All costs relative to this aspect shall be on account of the *Contractor*.

C 3.3.4.1.1 Contractor's equipment

The Contractor ensures that all equipment and personnel used to execute the works complies with all relevant legislation and regulations, especially the Occupation Health and Safety Act No83 of 1993 and its regulations.

C 3.3.4.1.2 Site services and facilities

a) Source of Power Supply

- The nearest electrical power supply will be indicated but it is the *Contractor's* responsibility to arrange for all such services required in the execution of the *works*. No warranty is offered or given by the *Employer* that the existing electrical supply availability will be adequate for the *Contractors* purposes nor is that supply in any way guaranteed. The distribution of electricity is carried out by the *Contractor* strictly in accordance with the applicable laws and regulation. The *Contractor* verifies extension lead requirements and provides extension leads to Provide the *Works*.
- The *Contractor* provides everything else necessary for providing the *works*.

b) Source of Water Supply

- The contractor to source and supply his own water and it is the *Contractor's* responsibility to arrange for all such services required in the execution of the *works*. No warranty is offered or given by the *Employer* that the existing water supply availability will be adequate for the *Contractor's* purpose nor is that such supply in any way guaranteed. All water for construction purposes are clean, free from undesirable concentrations of deleterious salts and other materials.
- The *Contractor* provides everything else necessary for providing the *works*.

c) Ablution facilities

- Facilities are provided in the power station complex only.
- The Contractor provides everything else necessary for providing the works.

d) Site Induction

- The *Employer* performs a Safety and Environmental induction on site.
- This will be arranged prior to commencement of the *works* on site.

e) Storage

- A suitable storage area to be indicated for the *Contractor's* materials to provide the *works*.

- The *Contractor* provides everything else necessary for providing the *works*.

C 3.3.4.1.3 Facilities provided by the *Contractor*

- The *Contractor* makes provision for accommodation, vehicles, kitchen space, office space (mobile container), Equipment etc.
- The *Contractor* removes all Equipment used during the installation and commissioning within 24 hours after commissioning.
- No spoil areas are provided on site and the *Contractor* makes arrangements for the disposal of waste. Construction waste to be disposed at a registered disposal facility.
- The *Contractor* arranges for his own telephone and internet facilities.

C 3.3.4.1.4 Existing premises, inspection of adjoining properties and checking work of Others

- The *Contractor* communicates disruptions and amount of time of the disruption to the *Employer* during the *works*.
- The *Contractor* is required to inspect the work and ensure that it is safe before execution. Because Sere Wind Farm is a power generation plant, the *Contractor* ensures and communicates with the *Employer* regarding working times, construction methods, permits and down time requirements. No work commences pending the *Employer's* written instruction.

C 3.3.4.1.5 Survey control and setting out of the works

- *Contractor* to perform a survey before and during construction for design check, level control to ensure the cross-sectional properties of the road is acceptable In terms of the crossfall, camber, vertical alignment and horizontal alignment.

C 3.3.4.1.6 Underground services, other existing services, cable and pipe trenches and covers

- The *Contractor* is required to detect and locate hidden services within the site where necessary. The *Contractor* assesses the area to confirm the presence of services. Prior to commencement of any works, the *Contractor* ascertains from the relevant authorities the exact position, depth and level of all existing services in the area and makes provisions that is required by the services authorities concerned for the support, maintenance and protection of such services where required.

C 3.3.4.1.7 Sequences of construction or installation

- All activities are performed according to the approved construction programme. In the event that changes are necessary, the revised programme to be reviewed and approved by the *Employer*.

C 3.3.4.1.8 Hook ups to existing works

- The *Contractor* provides sufficient Equipment and tools to carry out the work with reference to hook ups and access. The *Contractor* has all the necessary ancillary Equipment and hand tools available for the work. The *Employer* to request reserve plant should there be any doubt as to the efficiency or capability of the Equipment provided.
- The *Contractor* supplies all tools and Equipment for the *works* including safety harnesses approved by the *Employer* and stepladders with their inspection records.
- The *Contractor* provides safe rope access to perform the *works* where required. This is done in strict accordance with the OSH Act and Eskom requirements.

C 3.3.4.2 Completion, Testing, Commissioning and Correction of Defects

C 3.3.4.2.1 Work to be done by the Completion Date

- On or before the Completion Date the *Contractor* shall have done everything required to provide the *works*. The *Employer* cannot certify Completion until all the work has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.
- The site is cleared of all rubble and refuse due to the *Contractor* providing the *works*.

C 3.3.4.2.2 Use of the *works* before Completion has been certified

- Take-over of the *works* is after successful commissioning of the *works* and before Completion is certified.
- After successful commissioning of the plant, the *Employer* takes over the *works* or section of the *works* by means of a Take-over certificate listing all Defects that may still be outstanding from the works, however not hindering the successful operation of the plant.
- All roads are currently being used by Eskom and other contractors. The *Contractor* shall ensure unrestricted access of all road users at all times. Failure to do so will result in all third-party claims being passed onto the *Contractor*.

C 3.3.4.2.3 Access given by the *Employer* for correction of Defects

Access is granted to the *Contractor* for defects correction. C 3.3.4.2.4 Operational maintenance after Completion

- The *Contractor* lists any specialised maintenance tasks that are required after completion of the *works*. This may comprise items such as waterproofing, fixity, material specifications, inspection frequency, corrosion proofing etc. This is handed over to the *Employer* for record purposes after completion.

C 3.3.5 Plant and Materials Standards and Workmanship

C 3.3.5.1 Investigation, Survey and Site Clearance

- The *Contractor* conducts a thorough survey of the road network where *works* are to be carried out.
- The *Contractor* conducts a thorough site investigation of existing facilities and the area around which he is to do his work before he commences with any part of the work as detailed in this contract.
- If the *Contractor* requires access to specific areas, this is arranged with the *Employer* and notifying in advance.
- The *Contractor* to dispose all waste generated from the *works*.
- The *Contractor* provides protection and does not damage existing plant, equipment and services.

C 3.4 Constraints on how the *Contractor* provides the Works

C 3.4.1 Access

The *Employer* will provide access to the site for the *Contractor* to conduct repair works. Sere Wind Farm can be accessed via the DR2225 road. Working space may sometimes be restricted. General access to the power station complex is controlled and it is mandatory that the *Contractor* adhere to all security regulations in force at all times.

C 3.4.2 Functional Requirements

The *Contractor* must provide sufficient Equipment and tools to carry out the work. The *Contractor* shall have all the necessary ancillary Equipment and hand tools available for the work. The Engineer shall be entitled to request reserve plant should there be any doubt as to the efficiency or capability of the Equipment provided.

It is mandatory that the *Contractor* be certified (in terms of the South African Occupational Health and Safety Act of 1993 and Construction Regulations 2014), and has the necessary skills to carry out the *works* as per the Works Information. The structures are safe for use and are structurally sound.

The *Contractor* shall provide detailed procedures to be employed, describing systematically how the *Contractor* performs the *works*.

The *Contractor* provides an organogram, specific to this particular scope of work, detailing all the positions and individuals responsible for technical expertise and logistic support. Curriculum Vitae of these key personnel (e.g. person leading the inspection team, rope access supervisor, corrosion applicators etc.), to be included with the Safety Plan. Suitably qualified technical backup or support, Quality Assurance and Quality Control personnel are considered key in the execution process. In this regard, details of the personnel number, qualification type, level and experience to be provided as part of the organogram.

C 3.4.3 Modifications

The *Contractor* does not modify any plant or materials unless accepted by the *Employer* prior to site execution.

C 3.4.4 Start of Works

A site inaugural meeting is held between the *Contractor* and the *Employer*, where details of the *Works* are discussed and clarified prior to site execution. The start of *Works* shall be as per the contract documentation.

C 3.4.5 Transporting of Employees

The *Contractor* is in all respects responsible for the housing and transporting of employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

C 3.4.6 Others

The *Contractor* notes that there may be other work taking place during the period when he is providing the *Works*. The *Contractor* liaises with *others* in this regard.

C 3.4.7 Subcontracting

All Work done by specialist *Contractor* is the responsibility of the *Principle Contractor*. The *Employer* shall accept *works* as provided by the *Contractor*.

C 3.4.8 Debris

The *Contractor* must remove all debris generated from and transports it to a designated spoil site. All spoil material generated by the *Works*, is disposed of by the *Contractor* at the municipal designated dumping site and the *Contractor* must provide proof or certification thereof.

C 3.4.9 Medical facilities

No medical facilities are available on site.

C 3.4.10 Sanitation of the Works

The *Contractor* is responsible for providing all the required sanitary services necessary and ensuring that the toilets are clean, neat and in a hygienic condition. The *Contractor* arranges for the removal and disposal of sewage for duration of the *Works*. The sanitation of the *Works* is arranged and maintained by the *Contractor* to the satisfaction of the *Employer*. The *Contractor* is advised to visit the site to familiarize the nature and position of the site.

C 3.4.11 Security of Works

The *Contractor* is entirely responsible for the security of all the *Works*, materials, equipment and lighting and other precautions as necessary to ensure security against theft, loss or damage. The *Contractor* is advised to visit site to familiarize with the nature and position of the site.

C 3.4.12 Tool and Equipment

The *Contractor* supplies all tools and Equipment for the *Works* including safety harnesses approved by the *Employer* and step ladders with their inspection records.

C 3.4.13 Meetings

- Before any work can commence on site, the Contractor and all staff is to attend site induction. The Contractor is to allow 2 hours for this. All personal will be required to submit copies of their identity documentation at this point.
- The Contractor will be required to sign on to the workers register each morning and sign out each afternoon. A responsible person (RP) will be appointed by site and will be responsible for the area where the works is taking place. The RP will be responsible for ensuring that everyone signs on and off the register, ensure that everyone is aware of the Eskom rules and will confirm that the area is still safe for work. The Contractor must notify the RP of the daily work plan prior to execution of works.
- The Contractor is to hold a toolbox talk each morning before commencing with the Works to discuss the previous day's work and to ensure that everyone understands what is required of them.
- *When required, the Contractor must have a representative at each daily morning meeting.*

C 3.4.14 Contractor representation

- The Contractor's Site Supervisor is on site for the entire duration of the *Works*.

C 3.4.15 Facilities to be provided by the Contractor

- If required the *Contractor* is required to provide his own containers to be used as an office or for storage.
- The *Contractor* supplies all tools and Equipment for the *Works*.
- The *Contractor* provides sanitary facilities and potable water for personnel taken into account the duration of *Works*, location and surroundings.
- The *Contractor* is entirely responsible for the security of all the *Works* for 24-hour period.

C 3.4.16 Title to material

The *Contractor* has no title to plant and/or materials resulting from him carrying out the *Works*.

C 3.4.17 Design by the Contractor

The *Contractor* does not design any of the work.

C 3.4.18 Quality Management

The quality requirements are as per Eskom standard 240-105658000 Supplier Quality Management Specification. The *Contractor* utilizes the *Employer's* forms for requesting access, etc. These request forms are submitted to the supervisor at least one week prior to the requested date.

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the *Contractor*, and the *Contractor* shall institute a quality control system and provide suitably qualified staff to ensure adequate supervision and positive control of the works at all times.

The programming of inspections, hold and witness points of the repairs is to be agreed between the *Employer* and the *Contractor* prior to undertaking any work.

The *Contractor's* attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The *Contractor* shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the *Employer* for inspection, the *Contractor* shall furnish to the *Employer* the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the specifications.

C 3.4.19 Clean working conditions

- Progressive and systematic finishing and tidying will form an essential part of this contract. The *Contractor* must undertake to dispose of the building rubble as there is no capacity on site to dispose. Materials of value belong to the *Employer* and not the *Contractor*.
- Under no circumstances shall materials, Equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the *Employer* shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.
- The *Contractor* is responsible for Clean Working Conditions, for the duration of the work, and uses the *Employer's* Standard Reference no 167A-139, as a minimum requirement.
- The *Contractor* is responsible to establish and maintain a protected environment around the work area. Only persons authorized by the *Employer* have access to the work area. Precautions are enforced by the *Contractor* to ensure that no foreign objects are lying around at any stage of the work.
- The *Contractor* stores materials and Equipment for which he is responsible in an orderly manner.
- The *Contractor* ensures that the working area remains clean for the duration of the *works*.

C 3.4.20 Health, Safety and Environmental requirements

C 3.4.20.1 Health, Safety and Environment

The *Contractor* shall submit a detailed and comprehensive **Safety, Health and Environmental Plan** as required by amongst others the Construction Regulations, General Administration Regulations, General Safety Regulations of the Occupational Health and Safety Act 85 of 1993, Eskom's SHEQ Policy 32-727, Eskom's Permit to Work System, specifically the Plant Safety Regulations that addresses work in confined spaces, 32-418 - Work at Height, 167A/271: Health and Safety Requirements for Contractors, etc. which will include amongst others:

- A **valid and verified** Letter of Good Standing (**mandatory**):

- Risk Assessments including a Fall Protection Plan that must include a detailed fall rescue plan, especially since work at height will be required; mitigation of slip and fall hazards in the Surge Shaft or waterways; Personal Protective Equipment, etc.;
- Appropriate statutory appointments specific to the risks of the tasks, e.g. a competent fall protection plan developer, competent risk assessment developer, rescuers, first aiders supervisor, etc.;
- Medical Certificates of Fitness issued by a registered occupational health practitioner or occupational medicine practitioner;
- Method Statements/Procedures that specifically address the tasks and their hazards.
- Competencies specific to the tasks, e.g. training in fall arrest systems, maintenance of fall protection equipment, fall rescue, emergency management, risk assessment methods, supervisory skills, etc., issued by accredited safety training service providers;

The *Contractor* and his personnel will attend an induction meeting on site that will detail site health and safety requirements and expectations during the contract, e.g. actions required during an emergency, incident accident reporting, worker identification, security requirement, etc. *Contractor* employees will be required to sign the attendance sheet provided as proof of attendance.

The *Contractor* is responsible for the medical treatment of his/her personnel should it be required, and must adhere strictly to the requirements of COID and the contract.

C 3.4.20.2 Safety and Occupational Health Management

- The *Contractor* must submit a detailed and comprehensive Safety Health and Environmental File that is aligned to SHE specification as required by amongst others the Construction Regulations, Hazardous Chemical Substances Regulations, General Administration Regulations, General Safety Regulations of the Occupational Health and Safety Act 85 of 1993, Eskom's SHEQ Policy 32-727, 167A/271: Health and Safety Requirements for Contractors, etc. which will include amongst others:
- The safety file needs to be signed off by the client before any work can commence.
- Method statements for all activities should be part of the safety file and plan.
- A Letter of Good Standing (compulsory):
- Appropriate statutory appointments;
- Proof of competency
- Medical Certificates of Fitness issued by registered Occupational Health Practitioners;
- Method Statements/Procedures for all tasks as identified in the Risk Assessments;
- The *Contractor* and his personnel will attend an induction meeting on site and sign the attendance sheet provided as proof of attendance.
- The *Supplier* shall ensure that adequate precautions are taken to avoid fire hazards, as required by the General Safety Regulations, Construction Regulations of the Act, and any Eskom requirement related to fire risks.

C 3.4.20.3 Environmental Management

The *Contractor's* attention is drawn to the fact that the Power Station is situated in a highly sensitive area with respect to the environment.

The *Contractor* shall adhere to the following:

- Minimise or mitigate any impacts that may cause harm or pollution to the environment.
- Obey the speed limits on site as abundant indigenous wildlife may be encountered throughout the site during the day and night such as small mammals, reptiles, avifauna (antelope, tortoises, birds and bats, snakes et al).

- Follow best practices for waste management, hydrocarbons / oil management and prevention of any spills, clean-up of the spill and report to Eskom for recording, especially leaks from vehicles, equipment and when fuel filling.
- Prevent off-track driving and limit the footprint area to only working areas.
- Smoking allowed only in designated smoking areas. Cigarette butts should under no circumstances be tossed in the field as this may cause a fire.

The *Contractor* acquaints himself with all statutory and local environment regulations and adheres to these without exception, especially the requirements of the National Environmental Act, Number 107 of 1998 and its Regulations.

Any waste that is generated shall be stored, labelled and disposed in the manner prescribed in the applicable legislation governing the management of waste.

The required SHE Plan must be submitted for evaluation **before** any work commences, and no contractor or his/her personnel will be allowed to conduct any work without a duly approved SHE Plan.

C 3.4.21 Site Clearance

The *Contractor* removes all his Equipment, plant and waste generated during the *Works* on takeover of the *Works*.

C 3.4.22 Use of standard forms

Standard forms to be used by the Contractor in the administration of the contract, for example early warning and compensation event notifications.

C 3.4.23 Contractor Skills and Competency

The *Contractor* shall ensure that there are at all times sufficient suitably qualified, experienced and skilled staff to carry out and supervise all activities. The skills and competency is referenced to regravelling, blading, road construction, routine maintenance, drainage and ancillary works.

C 3.4.24 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 Employer's Representative assesses payments with the Contractor on completion of the works and prior to submission of the invoices for payment.

Electronic Invoices in PDF format are submitted to Invoiceseskomlocal@eskom.co.za

The Project Manager to be copied in on all electronic invoices emailed.

Failure to submit the invoice to the correct address could result in delays in payment.

It is recommended that a copy of the assessment certificate is submitted with the invoice

The Contractor includes the following on the Contractor's Tax Invoice:

Name and address of Contractor's;

- Contractor's VAT registration number if applicable;
- Contractor's company registration number if applicable;
- Contractor's banking details;
- Name and address of recipient;
- Tax invoice number and date of issue;
- Description of goods/service provided;
- Relevant Goods Receipt/ Service Entry number;
- Quantity or volume of goods/services;
- Period time for which the Tax Invoice is being rendered;
- Contract Number (commencing with a 46 prefix);

- Relevant Task Order Number (commencing with a 45 prefix);
- Relevant line item number;
- Statement whether value added tax is included or excluded;
- Employer's VAT registration no. 4740 101 508 and
- Invoices to be made out to Eskom Holdings SOC Ltd

C 3.5 Requirements for the programme

The *Contractor* submits a bar (Gantt) chart programme in PDF format, detailing how the *Works* is executed within the stipulated dates, including weekends and public holidays. The programme must include the following:

- Lead time from Contract start date to Site Establishment
- Proposed time to complete each activity as per the scope of work.
- Resources needed per activity
- Links between activities indicating predecessors and successors.
- Site establishment and de-establishment duration
- Health, Safety and Environmental considerations including 2 hours for Induction training.
- Float per activity and terminal float for the full schedule.
- Quality verification and testing activities.
- Key deliverable dates.

The programme will be subject to acceptance by the *Employer* and must be within the offered timeframes during tender stage.

The schedule needs to be updated on a daily basis and be available to the *Employer* when required. The updated schedule must be presented to the *Employer* by each Friday of each week during the execution phase of the *Works*. An Early Warning must be tabled every time the updated schedule indicates lateness of any activities on the critical path.

The *Contractor* must stick to the agreed programme and any changes to it need to be approved by the *Employer*.

C 3.6 Services and other things provided by the *Employer*

Electrical Supply

- No electrical connections available. The *Contractor* provides the electrical supply to perform the *works*.

Potable Water Supply

- Water for construction purposes is the responsibility of the *Contractor*.
- Potable water is the responsibility of the *Contractor*

Lightning

- *Contractor* to provide own lighting where required.

Designated smoking areas

- Personnel to smoke only at designated smoking areas.

Ablution facilities

- There are no ablution facilities at the work area.
- *Contractor* to provide ablution facilities at the work area.

Telephones

- No telephones will be provided.
- The *Contractor* shall make arrangements for his own telephone facilities.

C 3.7 Requirements from the tenderer

The tenderer must submit the following information and documentation with his/her tender:

- Detailed qualifications of any deviation from the contents of this specification.
- Evidence of the tenderer's capability of undertaking that he has successfully completed similar contracts of like size and scope. Additionally provide certification proving competency.
- Provide protection and support to existing equipment where applicable.
- A Quality Control Plan (QCP).
- Method statements
- Protection plan to existing equipment while work is carried out.
- A guarantee of the installed/commissioned work for a period as specified in the specification from the date of issue of the Certificate of Completion.
- A quality assurance document which includes control and management procedures.
- A manual detailing installation care and maintenance procedures where applicable.
- Cleaning and protection during the progress of the works, the *Contractor* shall clean the work area as well as protect his/her work area in strict accordance with the particular standards for such works.
- A technical construction project programme.
- The *Contractor* should be well established and reputed Civil Engineering *Contractor* (*Road Rehabilitation, Road Construction(Gravel), Road Maintenance*) and should have a minimum of 5 years' experience in construction of similar civil engineering *works* as well as key personnel with adequate experience and competency to perform work specific to the scope of this project. The key capability is related to road construction, maintenance and rehabilitation.

C 3.8 Working Times

Working hours will be the as per the ministerial Determination granted by the Department of Labour and is as follows:

Monday –Thursday	07H00 to 16H15
Friday	07H00 to 12H00
Lunch:	12H00 to 12H30
Tea time (Monday –Thursday):	10H00 to 10H15 15H00 to 15H15

Saturdays and Sundays will not be a working day.

Overtime will be paid in line with Labour Relation Act.

Time sheets must be completed and approved by the Service Manager.

C4: Site Information

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

1. Access limitations

Access to the Power Station is restricted to authorized personnel only. All *Contractor's* staff will be required to be cleared by security. *Contractor* gives 24hrs notice to the *Employer* of his intention to enter security controlled areas. Police clearance is a requirement on-site.

All *Contractors* will be tested for the use of alcohol. Any persons found to be above Eskom's legal limit will not be allowed on site.

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

The *Contractor* is to assess the ground condition and work area at the site meeting.

3. Hidden and other services within the *site*

The *Contractor* is to assess the area to confirm the presents of services. Prior to commencement of any *works*, the *Contractor* shall ascertain from the relevant authorities the exact position, depth and level of all existing services in the work area and shall make whatever provisions may be required by the authority concerned for the support, maintenance and protection of such services.

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

The *Contractor* will not be working on any building when there is the presence of pylons in the area, the *Contractor* is to take caution not to undermine or disturb its foundation in any way.

5. Site Location

Sere Wind Farm is located near Koekenaap in the Western Cape, South Africa. The Wind Farm's precise location is in Lot 1862 Olifants River Settlement. GPS Co-ordinates (31.5288513S 18.1925658E). The nearest major town from the Wind Farm is Vredendal, which is located 55km away. The distance between Sere Wind Farm and Cape Town International Airport is 356km via the N7.