



## NEC3 Engineering and Construction

# Short Contract (ECSC3)

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

and

for Supply and installation of steel palisade fence, diamond mesh, high security fence vibracrete fence and including earthing, kerbing and stoning for Western Cape Operations and Management

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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:

### **Supply and installation of steel palisade fence,diamond mesh,high security fence vibracrete fence and including earthing,kerbing and stoning for Western Cape Operations and Management**

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	<b>Rates only</b>
Value Added Tax @ 15% is	<b>Rates only</b>
The offered total of the Prices inclusive of VAT is	<b>Rates only</b>
(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 \_\_\_\_\_  
(Insert name and address of organisation)

\_\_\_\_\_

(Insert name and address of organisation)

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 Contract Data

### Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

Clause	Statement	Data
<b>General</b>		
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 <sup>1</sup> is (Name):	Angus Mouton
	Address	ESKOM DISTRIBUTION Eskom Road Brackenfell
	Tel No.	021 980 3818
	Fax No.	
	E-mail address	MoutonAW@eskom.co.za
11.2(11)	The <i>works</i> are	<ul style="list-style-type: none"> <li>• Steel Palisade Fence including gates, Diamond mesh fence including gates, High Security Fence including gates and Vibracrete Fence including gates</li> <li>• Earthing</li> <li>• Stoning</li> <li>• Kerbing</li> <li>• Fencing and Gate Maintenance</li> <li>• Dismantling and removal of existing fence</li> </ul> <p>Services will be on a need to have basis and The scope of work will also be described on each task order.</p>
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	Specific site to be indicated per Task
30.1	The <i>starting date</i> is.	TBC
11.2(2)	The <i>completion date</i> is.	TBC
13.2	The <i>period for reply</i> is	3 Days

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

40	The <i>defects date</i> is	<b>52 weeks after Completion</b>
41.3	The <i>defect correction period</i> is	<b>2 weeks</b>
50.1	The <i>assessment day</i> is the	<b>25th of each month or at completion of each task</b>
50.5	The <i>delay damages</i> are	<b>R1000 per day</b>
50.6	The retention is	<b>0%</b>
51.2	The interest rate on late payment is	<b>0 %: No payment will be made unless the works are fully inspected and approved by Eskom COW (Clerk of Works)</b>
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><b>The amount of the deductibles relevant to the event described in the Eskom Contract All Risk Insurance Policy available on request from Eskom Group Insurance.</b></p> <p><b>Contract Works = R 500 000.00</b> <b>Theft and Vandalism = R1 Million</b></p>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>
93.1	The <i>Adjudicator</i> is	<p><b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b></p> <p><b>Adjudicator will be selected when required</b></p>
93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body</b>
93.4	The <i>tribunal</i> is:	<b>arbitration.</b>
	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>

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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.**

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

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## **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*.

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<sup>2</sup> If June 2005 Edition applies, delete April 2013 and insert June 2005

<sup>3</sup> 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](http://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:

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subconsultants or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
<b>Coercive Action</b>	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,
<b>Collusive Action</b>	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,
<b>Committing Party</b>	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited</b>	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	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>	The <i>Employer's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i></p>	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><b><u>Loss of or damage to property</u></b></p> <p><b><u>Employer's property</u></b></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><b><u>Other property</u></b></p> <p>The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b></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**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum of indemnity</b>
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 44 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 44 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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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)<sup>4</sup> 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

<sup>4</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

## C2 Pricing Data

### C2.1 Pricing assumptions

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

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

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

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

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

## C2.2 Price List

Note:

Site establishment to make provision for items such as:

- Provision of ablution and other facilities and or things as per the EMP
- Supply of required services, i.e water and electricity
- Supply of tools and equipment
- Site offices and telephones
- Provision for all safety and relevant training and authorisations as required and specified by this contract.
- All Health and Safety Requirements
- Prices to include both Material and Labour Rate. Full supply of **ALL** materials

**“Please find attached excel spreadsheet (Price list)”**



### Compensation Price List:

The *Contractor* to provide the *Employer* with a **list of their latest day work rates** (exclusive of overhead charges and profit / mark-ups) for all resources i.e. hourly rate for labour of various persons required on site and the rates for plant/vehicles to be utilized (usually hourly rates).

These rates shall be utilized by the *Employer* for the valuation of extra work which cannot conveniently be valued at the rates submitted in the Pricelist. The *Contractor* to fill in and submit the list of rates at tender stage or his/her tender may be rejected as being incomplete. Payment for additional work will be processed only when approval has been requested by the *Contractor*, prior to implementation of the works. The Clerk of Works will verify the Labour and Plant used on site and cost accepted by the *Employer* after correlating with these rates.

### Example of list to be provided:

List of <i>Contractor</i> Rates for Labour & Plant						
Labour			Unit	Rate	Plant	
	Skilled Labour:			1	Truck (7 Ton)	
1				2	LDV	
2				3	Digger Loader	
3				4		
4				5		
5				6		
				7		
	Semi-skilled Labour:			8		
1				9		
2				10		
3				11		
4				12		
5				13		
				14		
	Unskilled Labour:			15		
1				16		
2				17		
3				18		
4				19		
5				20		

### Contractor:

.....  
PRINT NAME

.....  
SIGNATURE

.....  
DATE

## C3: Scope of Work

### C3.1 Works Information

#### C3.1 Works Information

**N.B** The nature of this contract scope requires authorisation as works will be performed within or close proximity of “live” conditions. The tenderer is required to obtain authorisation within 3 months prior to contract award where pre-requisites is in place.

##### 1. The works are:

The supply and installation of Steel Palisade fence, Diamond Mesh, High Security Fence, Vibracrete Fence double vibracrete fence with concrete infill, swing gates, sliding gates (motorised and manual). Dismantling and removal of existing fencing within Western Cape: Operations & Management on an and as when required basis. The fencing service must also include kerbing, stoning and earthing.

A detailed description of Scope of Works will be provided with the task order in the document “Project Specification” on a project basis which will include:

- Fencing layout drawings, Structural Details, Assembly Details, Backing Plate Details and Sliding/Swing Gate Detailed Drawing.
- Site and Client’s contact details
- Details as indicated on the task order, including required start and completion dates, etc.

**Materials for the proposed projects supplied by the Contractor shall be in accordance with the latest revisions of Eskom’s Distribution Standards (Buyer’s Guide), project drawings and specified Bill of Materials.**

##### 1.2 Description of the works

- Site Clearance
- Excavation for concrete bases and post
- Supply and casting of concrete as per the design
- Re-instate/supply and install (+25mm-37mm stone) as per Eskom standard
- Supply and erect steel palisade fence complete with a swing/sliding gate and steel backing plate to receive a danger sign and Substation name.
- Supply and erect Diamond mesh Fence and gates (manual and sliding gate)
- Supply and erect High Security Fence and gates (manual and sliding gate)
- Supply and install Vibracrete fence, double vibracrete wall with concrete infill and gates (manual and sliding gate).
- Normalise site
- Earthing as per the Earthing standard including breaking to existing earth grid.
- Connecting of the Earthing

- Complete all quality documentation and mark up any changes to drawings.
- Supply and Lay concrete slab underneath the gate (as per DWC drawings)
- Supply and Lay concrete Base for electric motor.
- Supply and Lay concrete stone retention Kerbing
- Supply and Installation of Electrified Overhang over Fence
- Supply and Installation of overhangs over palisade fence
- Overhangs over vibracrete walls.
- Repairs to Vibracrete Concrete ( fence)
- Supply, lay and modify copper earthing grid.
- Supply and install signage
- Dismantling and removal of existing fence

**NB: Contractor shall refer to the detailed drawings, specification and works information as attached to this contract.**

## **2. Task Order Process:**

- Task orders shall be issued to the applicable Contractor by the Employer's Representative.
- Task order shall include:
  1. Detail of the project
  2. Site Location of the project
  3. Required start and completion dates of the project
  4. Site specific risk assessment (Health and Safety) and an Environmental Management Plan (EMP).The Contractor will be expected to return the task order with the safety file within the period for reply.

The Contractor shall accept or negotiate task orders within the period for reply (3 working days).All work indicated on the task order shall be completed by the completion date as indicated per task order. **Failure to adhere to this shall result in Delay damages R1000.00 per day being charged to the Contractor.**

## **FENCING MAINTENANCE**

**Diamond Mesh Fencing and Gates**

**Vibracrete Fencing and Gates**

**Steel Palisade Fencing and Gates**

**High Security Fence and Gates**

**Overhangs on fencing.**

**Manual sliding gates**

**Motorised sliding gates and motors**

To provide fencing Maintenance Service on a need to have basis.

The Principal Contractor shall as part of his Tender Document submit his/her Health and Safety Plan. The Principal Contractor will be required to submit a Health and Safety Plan for each one of the Sub Contractors he/she will be using to provide a part of the Works under this contractual agreement. The principal Contractor will not be allowed to provide any of the Works under this contractual agreement before the

Employer's Representative is in receipt of all the required Health and Safety Plans including those of the subcontractors.

The following category of personnel and trades are included for this service:

Foreman As well as authorize person as per ORHVS Where needed  
Fencing erector  
Semi-skilled  
Labourer

For Works to be provided under this contract, a Response Time of Twenty Four (24) hour's is required unless otherwise stated by the Employer's Representative. In the event of a Normal Call-Out for a Breakdown the Response Time will be Three (3) hours from the time of call. In the case of an Emergency, meaning a situation with life threatening consequences or a situation that will cause damage to property or equipment, the Employer's Representative will state clearly that this is an "Emergency situation and a 1 hour turn around response time will be required. A written task order will follow up the phone call.

All tools and/or Equipment to perform all of the Works as per task order shall be supplied by the Contractor. The Employer will not supply any tools and/or equipment to provide the Works or a part of the Works. The Contractor will not be allowed to make use of the Employer's Trolley or Ladders.

Tools and equipment entering the site can be subjected to an inspection by the Employer's Representative for conformance to safety standards. The latest tool/machinery safety checklist shall be represented at the same time.

Should the Employer's Representative find any non-conforming item(s) on the Site, the Employer's Representative will request the Contractor's Responsible person to move such non-conforming item(s) from the Site immediately.

Each task shall be performed in a safe manner at all times for the well- being of the Contractor's staff and the Employer's staff.

All personal protective clothing and equipment to safely perform all of the Works shall be available on the Site at all times. The Principal Contractor and all his/her subcontractors are responsible to make all personal protective clothing and equipment available to all his/her staff.

No waste or redundant material/spares shall be dumped in the Employer's waste bins at the loading bay area or placed in the surrounding area at the waste bins. All waste and redundant materials/spares shall be removed from the site daily (depends on type of material and closes dump yard must be discussed with eskom site representative) by the Contractor only to be disposed of at a registered dump site. A certificate of the safe disposal shall be obtained from the registered dump site by the Contractor and placed on record in his/her Health and Safety File. The site shall be neat and clean at the end of the day. On completion of each task the same shall apply.

The Contractor shall ensure that the work area(s) are properly barricaded before proceeding to provide the Works. Barricading shall be firm and solid, be up at all times and be clearly visible from all angles to the staff, workers and the public. No barricading or part of the barricading shall be removed before all of the Works have been provided.

The Principal Contractor and all his/her sub Sub-Contractors shall at all time's adhere to the Employer's lockout procedure. The Contractor is responsible to supply all locks, lockout mechanisms and notices to be displayed to safely lock out all sources of energy e.g. Mechanical, Electrical, Pneumatic and Hydraulic.

All penetrations through walls and slabs shall be sealed with an approved fire retardant sealer as per **SANS 10400 T 2004** once the Works has been completed and approved by the Employer's Representative.

During this contractual period, should any additions or alterations be made to any of the existing facilities or service systems "Approved as Built Drawings" must be submitted to the Employer on completion.

On completion of this contract the Contractor shall hand over to the Employer's Representative, his /her Health and Safety File.

On request for a quotation for works via a Task Order (TO), a full comprehensive break down on the men, material, machines, transport and whatever else might constitute the work to be supplied in full before commencement of any work related to that specific TO.

**Note:** The Employer's Representative reserves the right to stop any task/job being performed at any time should the Principal Contractor or his/her Sub Contractor (s) not comply to the specifications for the task/job and/or when workmanship and/or quality is not the satisfaction of the Employer's Representative.

**Note:** Any Employee employed by the Employer has the right to stop a task/job at any time should he/she find the Principal Contractor or his/her Subcontractor(s) deviating from safety standards and procedures as per the Employer and/or the Construction Health and Safety Regulations/Occupational Health and Safety Act (Act 85-1993).

**Note:** The Employer's Representative reserves the right to send any Employee employed by the Principal Contractor or his/her Subcontractor off the Site should the Employee make himself/herself guilty of transgression of the 5 cardinal rules or any form of unsatisfactory behaviour.

**Note:** All material and/or spares that may become redundant while performing any task/job on the Site shall remain the property of the Employer unless otherwise stated by the Employer's Representative.

**Note:** All open landings, edges or openings in slabs or floors will be protected by fixed solid balustrades of 1.20m high with intermediate supports and rails. Hazard tape shall be wrapped around the full length of the barricade with signage.

All material to be Class-A galvanised

- All concrete work to be 25 Mpa
  - 15 Mpa for blinding layer.
  - All earth cables to be fitted in position
  - All signs presently mounted on the fence shall be refitted in their present positions on completion
  - During the course of dismantling and erection of new fencing the Contractor shall ensure that no open section of fencing shall be allowed overnight
  - All stays and intermediate posts sizes to be in accordance to drawings.
  - Gate posts and corner posts sizes to be in accordance to drawings.
  - All gate and corner posts to be cast as per drawings and specification.
  - All intermediate posts to be cast as per drawings and specification.
    - Grade of wire to be galvanised mild steel
    - Size of coated wire to be 2.5mm
    - Strain wires to be 4mm Class A
    - Diamond mesh to be 1800mm high x 50mm x 2.5mm Class A
    - Tie wires to be 2.0mm Mild Steel Class A Tying Wire Must be 2.5 mild steel galvanized
  - All steel Palisade fence and Gate repairs to be as per Eskom specifications.
- Repair Motorised gate motors on request and supply full report.

## 2. Drawings

DRAWING	DESCRIPTION
D-DT-5237 Sheet. 1A Rev.1	Boundary Fence Assembly And Manufacturing Details
D-DT-5237 Sheet. 2A Rev.0	Security Fence 1.8m Steel Post & Diamond Mesh with no Overhang Assembly And Sections
D-DT-5237 Sheet. 2B Rev.0	Security Fence 1.8m Steel Post & Diamond Mesh with no Overhang Manufacturing Details
D-DT-5237 Sheet. 3A Rev.0	Security Fence 1.8m Steel Post & Diamond Mesh with no Overhang Assembly And Sections
D-DT-5237 Sheet. 3B Rev.0	Security Fence 1.8m Steel Post & Diamond Mesh with Overhang Manufacturing Details
D-DT-5237 Sheet. 4A Rev.0	Security Fence 1.8m Steel Post & Diamond Mesh with Double Overhang & Razor Coil Wire Assembly And Sections
D-DT-5237 Sheet. 4B Rev.0	Security Fence 1.8m Steel Post & Diamond Mesh with Double Overhang & Razor Coil Wire Manufacturing Details
D-DT-5237 Sheet. 5A Rev.4	Security Fence 2.4m Steel Post & Diamond Mesh with Flatwrap Assembly And Sections.
D-DT-5237 Sheet. 5B Rev.0	Security Fence 2.4m Steel Post & Diamond Mesh with Flatwrap Manufacturing Details
D-DT-5237 Sheet. 6A Rev. 0	Security Fence 2.4m Steel Post & Weld Mesh with Double Overhang & Razor Coil Wire Assembly And Sections
D-DT-5237 Sheet. 6B Rev. 0	Security Fence 2.4m Steel Post & Weld Mesh with Double Overhang & Razor Coil Wire Manufacturing Details
D-DT-5237 Sheet. 6C Rev. 0	Security Fence 2.4m Steel Post & Weld Mesh (Motorized Gate) with Double Overhang & Razor Coil Wire Assembly And Sections
D-DT-5237 Sheet. 6D Rev. 0	Security Fence 2.4m Steel Post & Weld Mesh (Motorized Gate) with Double Overhang & Razor Coil Wire Manufacturing Details
D-DT-5237 Sheet. 7A Rev. 1	Security Fence 2.4m Steel Palisade Panels Assembly And Sections
D-DT-5237 Sheet. 7B Rev. 1	Security Fence 2.4m Steel Palisade Panels Manufacturing Details
D-DT-5237 Sheet. 7C Rev. 1	Security Fence 2.4m Steel Palisade Sloping Panels Assembly And Sections
D-DT-5237 Sheet. 7D Rev. 1	Security Fence 2.4m Steel Palisade Sloping Panels Manufacturing Details
D-DT-5237 Sheet. 7E Rev. 1	Security Fence 2.4m Steel Palisade Manual Gates 1m, 1.5m, & 2.5m Assembly And Sections
D-DT-5237 Sheet. 7F Rev. 1	Security Fence 2.4m Steel Palisade manual gates 1m,1.5,2m & 2.5m manufacturing details.
D-DT-5237 Sheet. 7G Rev. 1	Security Fence 2.4m Steel Palisade Electric Gates 4m & 5m Assembly And Sections
D-DT-5237 Sheet. 7H Rev. 0	Security Fence 2.4m Steel Palisade Electric Gates 4m Manufacturing Details
D-DT-5237 Sheet. 7I Rev. 0	Security Fence 2.4m Steel Palisade Electric Gates 5m Manufacturing Details
D-DT-5237 Sheet. 7J Rev. 0	Security Fence 2.4m Steel Palisade Electric Fence (Top of Palisade) Assembly & Manufacturing Details
D-DT-5237 Sheet. 7L Rev. 0	Security Fence 2.4m Steel Palisade Electric Fence (Behind Palisade) Manufacturing Details
D-DT-5237 Sheet. 8A Rev. 0	Security Fence 2.4m High Security Concrete Wall 3.25m Manual Swing Gate & Panels Assembly & Sections
D-DT-5237 Sheet. 8B Rev. 0	Security Fence 2.4m High Security Concrete Wall 3.25m Manual Swing Gate & Panels Manufacturing Details
D-DT-5237 Sheet. 9A Rev. 0	Security Fence 3m High Security Concrete Wall 3.25m Manual Swing Gate & Panels

	Assembly & Sections
D-DT-5237 Sheet. 9B Rev. 0	Security Fence 3m High Security Concrete Wall 3.25m Manual Swing Gate & Panels Manufacturing Details
DWC-8117-11-20_00A	Security fence 2.4m Vibracrete fence.with double overhang & razor coil wire assembly and sections
DWC-8117-11-20_00B	Security Fence 2.4m Vibracrete fence with double overhang & razor coil wire assemble and sections
DDT-5240-21 Sheet 10 Rev 01	Earthing Standard Reinforcing Earthing
DDT-5047-5 Sheet 01 Rev 02	Electrical Equipment labels, Substation name board sizes and legend layout.

### 3. Specifications

The *Contractor* must familiarise themselves with the specifications below on the Eskom Internet website.

Safety and ORHVS Standards			
Occupational Health and Safety Standard for <i>Contractors</i> and Sub <i>Contractors</i> working for Eskom	34-333	01	Attached
Construction Safety, Health, and Environmental Management	32-136	00	
Assessment Procedure for Authorisation	<u>240-70413713</u>	00	
Authorisation Standard for operating on HV Systems	<u>240-70413865</u>	00	
Health & Safety Specification for Substation Fencing Term Contract	32-524	N/A	Attached
Inspection Check sheet		N/A	Attached
Standard for a Fall Arrest System	DISASABW3	02	
Technical Instruction – Prohibition Notice: Ref. No. IOSS 2074-003	03 TI – 016	2003	
<b>The following documents will form part of the Portfolio of Evidence wrt ORHVS Authorisation :</b>			
Standard for the use of Equipotent Footplates	SCSASAAU5		
Routine Inspection and Maintenance of Sub-transmission and Reticulation Lines	SCSASAAV2		
Routine Inspection of Electrical Equipment	SCSASABA8		
Standard for control and application for master locks and issue of master keys	DISASAAU1	2007	
The use, care and maintenance of high voltage operating stick	ESKASAAW6	01	
Medical Surveillance	34- 1164	2005	
Standard for High Voltage detectors, phasing sticks and associated equipment	DISASAAW5		
Procedure for the Application and Maintenance of Portable Earths	SCSPVABB1		
<b>Other</b>			
Pre-task planning and feedback process	SCSPVACU1	01	
Clearing and Maintenance of Servitude Routes	SCSASAAZ9	00	
Standard for labelling of high voltage equipment	ESKASAAW0	01	
Reporting, Recording, Investigating Costing and Following up of incidents or accidents	32-95	03	
Standard for selection, care, use, inspection and maintenance of ladders	<u>240-125004047</u>		



Securing of Ladders	06TI-012	NA	
Provision and use of PPE	34-1709	2006	
First Aid Standard	34-332	2006	
Identifying, analysing, documenting and observing Dangerous / Hazardous tasks	SCSPVACK0	2000	
Procedure for refusal to work on the grounds of Health, Safety and Environmental concerns	SCSPVABP6	01	
Procedure for the handling of non-conformance	SCSPVABX4	00	
Barricading Procedure	SCSPVABF4		
Anti-climbing Devices in Western Region	WTI003	01	
Anti-climbing Device	05TI-09		
Access to Farms	DISADABQ9	2003	
Procurement of assets, goods and services from Eskom Business Units and Eskom Group Companies	ESKADAAI2	2005	
Annexure A : included in (Expanded Public Works Report - Divisional Capital Programme)	DWN 34-1063	2007	ATTACHED
Contractor's Performance Appraisal – actual appraisal (in excel file)		N/A	ATTACHED
LAND OWNERS Final release			Attached
<b>High Security fence specification</b>	<b>240-76368574</b>		<b>Attached</b>
Eskom life savings rules	240-62196227		Attached
Transporting persons on back of vehicles			
<b>Electrical Risk Mitigation for dismantling and erecting of fencing in live substations</b>	<b>240 -114492916</b>		<b>Attached</b>
CONSTRUCTION REGULATIONS EVALUATION REPORT APPLICABLE TO PRINCIPLE CONTRACTORS	WR-F4-05	0	
<b>Handover Documents</b>			
<b>Environmental</b>			
Safety Health and Environment Policy	EPL 32-94	2007	
Health and Safety Spec			Attached
EMP			Attached

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

### 4.1 Insurances

The contractor shall ensure that they submit their all risk insurance at tender stage.

### 4.2 CPI

This contract shall be fixed for the first 12 months from the tender award date, and CPI shall be applied thereafter on start of year 2.

### 4.3 Quality Assurance and Quality Plan

- Quality Assurance Requirements: The Contractor shall comply with all quality requirements as set out in the document QM-58 i.e Eskom Contract Quality Requirements Specification.
- The Contractor shall comply with ISO9001:2008 Quality Management System Requirements.

- The Contractor shall comply with all other regulatory and statutory requirements applicable to the works.
- The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.

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

- The Employer will provide the Contractor with an Access Certificate to formally provide access to the site and works implementation.
- The Contractor shall ensure that he is familiar with conditions of access roads and sites as well as subsurface conditions.
- The Contractor will adhere to all the requirements as per the specification Access to Farms which includes, but is not restricted to:
  1. Identity cards with photographs
  2. All contractor staff should be identifiable by the use of PPE and gibbons reflecting company's name.
  3. Co-operation in order to help Eskom provide the customer with a project schedule reflecting the period during which the construction and commissioning activities will take place.
- The Contractor shall be responsible for negotiation with customers/landowners with regards to use of access routes on farms etc.
- The Contractor will be responsible for negotiation with land or business owners and / or the Local Authority with regard to the works.
- The Contractor will be responsible for external disputes which may occur with regard to the works.
- The Contractor is required to make all the necessary arrangements with the Local Authorities for road crossing structures and removal thereof, e.g. Removal of pavements, thrust boring under roads, wayleaves etc.

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

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

#### **4.5 Material and Bill of Quantities**

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

#### **4.6 Site Establishment and De-establishment**

- The Contractor will be required to establish a Site Office on Site where meetings can be held and will ensure that basic amenities are available, such as a table and chairs.
- Contractor to clear and de-establish total site on completion of proposed works.

- Contractor is required to collect, load and cart away all rubble and surplus and demolished works and dispose thereof at a registered waste site.
- Where applicable, Site Establishment will make provision for costs to be incurred by the *Contractor* to ensure adherence to the Environmental Management Plans and other Specifications attached to this contract.
- Contractor to comply with housekeeping at all times.

#### **4.7 Carrying out the works**

- The Scope of "Works" is an extension of the drawings, specifications and bills of quantities listed. The Contractor shall notify the Employer of any discrepancies before commencement of the works.
- The onus is on the Contractor to obtain the latest revision of standards applicable.
- The Contractor is required to supply all labour, plant, equipment, loose material, tools, consumables and transport for the duration and completion of the project.
- Contractor to provide summary of all costs for the execution of the works of the complete project.
- The Contractor must immediately notify the *Employer* in writing of scope and site variations.
- The contractor will report all obstacles on site that could impact negatively on time and cost in writing to the Employer.
- The contractor to ensure that all workers wear the required PPE as required for the nature of work.

#### **4.8 Expanded Public Works Programme (EPWP)**

- The contractor must report all local/temporary labourers employed in a project.
- The contractor must not wait until the end of a project in order to submit reports
- The contractor must submit REV 7EPWP report together with the assessment claim for payment.
- The contractor is a responsible for assisting Eskom in reporting all work done.
- No payment will be certified without the required report being submitted

#### **4.9 Lost Time Injury Report (LTIR)/OHS Stats Report of man hours and incidents**

- The Contractor must submit this report with each payment assessment claim
- No payment will be certified unless this report is submitted.

#### **4.10 Wayleaves and other**

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

#### **4.11 Subcontracting**

##### **Requirements for Subcontracting**

The principle Contractor must ensure that his proposed subcontractor has the following documentation on record (for access by the Employer) before appointment.

- Valid accreditations, authorisation and/or Registration
- The contractor does not appoint a subcontractor until the Employer has accepted such subcontractor
- Signed 37.2 agreement between Principle Contractor and Subcontractor
- Approved H&S plan for the subcontractor's portion of the works.
- Principle contractor to ensure his subcontractor complies with the construction regulations. Eg. Where security services are subcontracted the Contractor is to ensure that Eskom Protective Services department has vetted and approve the security subcontractor before they can be mobilized OR in the case of Bush clearing, that this appointment is done via relevant Eskom department (Land Development/Environmental)
- A signed written contract that clearly outlines the roles and responsibilities of each party - must exist between the principal contractor and sub-contractor/s preferably in the NEC Engineering and Construction Subcontract or Short Subcontract form.
- Subcontractor should submit a valid Tax clearance certificate to the principle contractor.
- Subcontractors should comply with relevant requirements of the Skills Levies Act, Unemployment Insurance Fund Act and the Compensation of Occupational Injuries and Diseases Act. Have the required CIDB grading in place to execute the scope. Compliance to approved Safety, Health, Environmental and Quality plans

The contractor to indicate the percentage of subcontracting, the proposed subcontractors together with their BBBEE statuses, and the sources of assets, goods or services when local content and production criteria are applicable. The NEC system is compulsory for all subcontract documentation.

#### **4.12 Retention**

Not applicable to this contract.

#### **4.13 Payment and Invoicing**

- The Contractor will submit his claim as per Assessment (i.e. the NEC Payment Certificate format as attached to this contract with supporting Bill of Quantities and cost) on the assessment day.
- The Contractor attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.
- The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed with the Contractor.
- On acceptance of the Payment Certificate by the Employer (refer to Payment Process), the Contractor submits his invoice as agreed with the Employer. Payment will take place as per the NEC Conditions of Contract.

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

### PAYMENT PROCESS – Project Execution WCOU

In an endeavour to reduce the time taken to pay suppliers/contractors, the process now allows submission of invoices from manual to electronic submission via e-mail to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)

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

item	ACTIVITY	RESPONSIBLE PERSON
1	<ul style="list-style-type: none"> <li>The Contractor to forward to the PC an Assessment of work completed on the assessment day. (i.e.as per NEC3 Payment Certificate format as attached to this contract with supporting Bill of Quantities and cost).</li> </ul>	Contractor
2	<ul style="list-style-type: none"> <li>PC/PM (known as Employer) together with the Contractor agrees to the Assessment.</li> <li>Any possible issues regarding the claim of actual work completed will be addressed with the Contractor.</li> </ul>	PC/PM and Contractor
3	PC/PM will thereafter submit Assessment to the relevant QS for a Payment Certificate	PC/PM
4	Once the Assessment is verified, the Payment Certificate will be compiled and signed by the QS and handed over to the PC/PM	QS
5	The PC/PM will check the Payment Certificate with Assessment and request the Project Controller to process the required detail on the SAP system	PC/PM
6	The Project Controller to process the Service Entry on SAP and create a SE Number	Project Controller
7	The Project Controller to notify PC/PM once the SE number is generated	Project Controller
8	The PC/PM will then approve the SE on SAP thereby generating a Good Receipt number	PC/PM
9	The Service Entry number and the GR number will thereafter be populated on the Payment Certificate	PC/PM
10	PC/PM to sign and issue the Payment Certificate to Contractor	PC/PM
11	On receipt of the Payment Certificate with the SE and GR numbers, the Contractor will sign the Payment Certificate and, together with the relevant invoice, submit directly to <a href="mailto:invoiceseskomlocal@eskom.co.za">invoiceseskomlocal@eskom.co.za</a>	Contractor
Project Co-ordinator – PC ; Quantity Surveyor – QS ; Service Entry – SE ; Goods Receipt – GR ; Project Manager or Programme Manager – PM;SAP-Financial Accounting System		

### Invoice Inclusions:

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

- Name and address of the *Contractor*
- The contract number (46..)and title; as well as Purchase Order Number (45....)
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total Price for Work Done to Date which the *Contractor* has completed;
- Other amounts to be paid to the *Contractor*;

- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

In addition;

1. The words "**TAX INVOICE**" in a prominent place (Preferably at the top of the page).
2. **Name, address** and **VAT registration number** of the **recipient**.
3. **Name, address** and **VAT registration number** of the **recipient**.

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

4. An **individual serial number** (tax invoice number) and **date issued**.
5. A **full and proper description** of goods and/or services supplied.

Please note: Merely referring to a contract is not sufficient

6. The **quantity** or **volume** of goods or services supplied.
7. Ensure that the Eskom Purchase Order Number is clearly indicated on your invoice together with the line number on the order you are billing for.
8. Where the supply is subject to VAT at the standard rate, the following in Rand:
  - The pre-VAT value, VAT amount and consideration OR
  - The total consideration with a statement that VAT is included @15% OR
  - The total consideration and the Rand amount of VAT charged.

#### **Invoice Submission:**

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

#### **Follow-up with Finance Shared Services (FSS):**

- All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email [fss@eskom.co.za](mailto:fss@eskom.co.za)
- 
- Introducing electronic invoicing does not guarantee payment, but will ensure visibility of all invoices as well as ensure that no invoice are lost. If the Goods Receipt (GR) is not done, the invoice will be parked and the system will automatically send an email to the end user to do the GR. This is also tracked by Eskom through the park invoice report.

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

#### **Performance Management**

- The Contractor's Performance will be assessed in accordance with the Performance Appraisal Process attached to this contract at completion of T.O.

#### **Records of Defined Cost**

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. Contractor to keep these records and provide them to the employer on request.

## **Supplier Development and Localisation**

### **1. Refer to SD&L documents**

## **Documentation Control**

- All contractual documentation must have relevant contract number and Purchase Order Number as reference. Contractual Communications will be in the form of properly compiled letters, letters attached to e-mails, emails, NEC template and urgent contractor meeting can be in the form of SMS. The use of sms's emails does not override the use of applicable and relevant NEC3 ECSC standards templates forms and Eskom Holdings SOC Limited procedures. All correspondence is to be addressed to the Project Manager with a chronological numbering system.

## **Health and Safety Management**

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

**NOTE:** Any contravention to any of the Eskom Life Saving Rules, can result in termination of the contract.

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

No person may work on any electrical network unless:

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

### **RULE 2: HOOK UP AT HEIGHTS**

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

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

- You are appropriately trained.

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

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

### RULE 3: **BUCKLE UP**

No person may drive any vehicle on Eskom business:

Unless the driver and all passengers are wearing seat belt

### RULE 4: **BE SOBER**

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

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

### RULE 5: **ENSURE THAT YOU HAVE A PERMIT TO WORK**

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

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

### **SHEQ Requirements:**

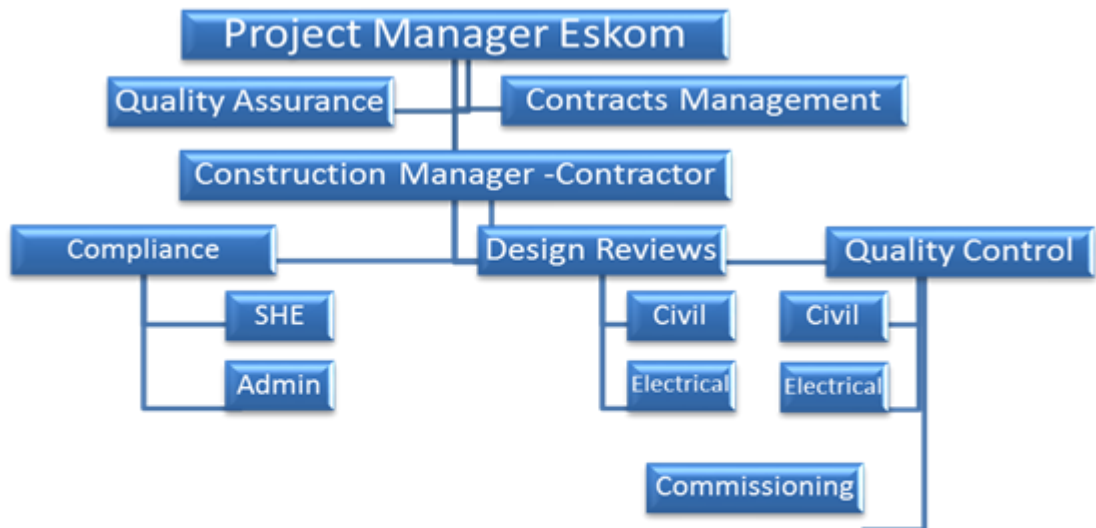
In compliance to Eskom's SHEQ Policy, the *Contractor* to ensure;

- Commitment to safety, health and environmental excellence
- Conduct business with respect and care for people and minimise or avoid impact on the environment



- Compliance to environmental legislation, conditions of Environmental Authorisations and requirements set out in environmental management plans
- Acceptance that all injuries and occupational illnesses, as well as safety and environmental incidents are preventable.
- Report, respond to, investigate, close-out, and share learning from safety and environmental incidents
- That SHE is an integral part of your operations and that:
  - No operating condition, or urgency of service, can justify endangering the life of anyone or cause injury or damage to the environmental

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



#### **Other Health & Safety Requirements:**

- **The Contractor shall comply with:**
  - The **Occupational Health and Safety Act, 1993**, and all regulations made there under as per the standard clause Z7, stipulated else in this contract.
  - The **Construction Regulation, 2003**.
  - The Health and Safety Requirements of the Employer more fully set out in Distribution Standards **34-333** (The Contractor will sign the relevant page of the specification as acknowledgement of receipt and adherence)
  - All Eskom Safety and Operating Procedures as outlined in the **ORHVS (operating Regulations on High Voltage Systems)** and the standards attached to this document i.e 34-145 and 34-146.

- The **Compensation for Occupational Injuries and Disease Act (COID)** Act No.130/1993
- The Contractor shall ensure that the Site Supervisor has a valid and applicable ORHVS Authorisation. Should a contractor be in the process of having an in-house employee authorised, then he should indicate by schedule as to when the person will be fully authorised. This however should be finalised before tenders are evaluated and proof thereof provided.
- The Contractor shall ensure that the Contractor's Responsible Person shall supervise the works at all times and be available to take permits where necessary.
- The Contractor shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall:
  - Supply the Eskom Safety Officer with copies of minutes of all Health and Safety Committee meetings (if relevant), on a monthly basis.
  - Supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto – to be handed over to the Employer prior to construction start.
- Eskom may, at any stage during the currency of this agreement, be entitled to;
  - do safety audits at the *Contractor's* premises, its work-places and on its employees;
  - refuse any employee, sub-contractor or agent of the *Contractor* access to its premises if such person has been found to commit any unlawful act or any unsafe working practise or is found to be not authorised or qualified in terms of the Act.
  - Issue the Contractor with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non- compliance with the Act or the Regulations and Procedures referred to in 1 above by the *Contractor* or any of its employees, sub-contractors or agents.
- No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the *Contractor shall* have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom's Safety and Operating Procedures will entitle the *Contractor* to claim any additional costs incurred in complying therewith from Eskom.
- The *Contractor* shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above which includes but is not restricted to ORHVS training courses, etc.
- The *Contractor* shall ensure that he completes and submits the Health and Safety Plan to the *Employer* as part of his tender returnable.

#### **Compensation for Occupational Injuries and Diseases (COID) Act**

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

### **Quality of workmanship**

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

### **Environmental Management**

- The *Contractor* shall receive an Environmental Management Plan and the Contractor must manage the documents.
- Contractor to provide toilet facilities.
- All environmental legal Liabilities and claims arising from the activities of the Contractor shall be for the *Contractors* expense.
- The Contractor shall have an understanding of Eskom's basic environmental principles and commitments.

### **General**

- Except for site management and specialised labour such as operators for plant and equipment, the Contractor is encouraged to use "local" labour on a temporary basis for all manual tasks.
- The contractor will attend all site meetings as arranged by the Employer
- All Construction work shall be carried out in accordance with all the statutory requirements applicable to the area, Eskom's specifications, standards and regulations.
- The Contractor will be given access to the proposed site and the Contractor must comply with Eskom's national, Provincial and local environmental policies and laws.
- The employer reserves the right to alter the scope of the works programme.
- The employer reserves the right to remove certain sections from the detailed scope of works as described in this contract.

### **Requirements for the programme**

A programme showing the key activities is to be submitted with each Task Order showing the following:

- Provide Bar Chart outlining start and completion date for construction activities on site.
- The order and timing of operations which the Contractor plans in order to provide the works.

Strict adherence to the programme will be monitored and updated to achieve the completion dates and submitted to Eskom Project Co-ordinator. Non-conformance to the stated programme will be liable for delay damages.

Services and other things provided by the *Employer*

Item	Date by which it will be provided
Access to site	Per task order
All project specific drawings	Per task order
Way leaves	Per task order
Health and Safety Spec	Per Task Order

## C4: Site Information

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

#### Site specific conditions will be issued with the task:

##### General description

1. The contractor to ensure that he becomes fully aware of site conditions as well as access conditions such as soil/subsurface/ground water levels conditions prior to submitting a quote for each tender.
2. The contractor is required to work in close proximity of existing underground cables within the substation property.
3. Access control to be monitored by the Contractor to avoid the public and animals entering the premises during and after working hours. **(For example:**if an existing barrier fence is removed, it must be replaced the same day.
4. The Contractor is deemed to execute Safety Procedures to ensure the safety of his staff, Sub-contractors and community during the Contract Period.
5. The safety of the Contractors employees, Subcontractors and community takes preference over the scope of the works.
6. Caution to be implemented when works commences
7. The contractor should take all reasonable steps to become fully aware of existing services.
8. No fires are allowed on site (to fully comply with EMP)