



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and

for

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Documentation prepared by:

[•]

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:

Minor repairs at Garankuwa HUB to accommodate Mabopane HUB employees

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	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
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
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):	Thoko Mvelase
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	(011) 800 2396
	Fax No.	[•]
	E-mail address	thoko.mvelase@eskom.co.za
11.2(11)	The works are	Minor repairs at Garankuwa HUB to accommodate Mabopane HUB employees
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 site is	The site is located at Winterveld CNC in
30.1	The starting date is.	16 January 2023
11.2(2)	The completion date is.	15 April 2023
13.2	The period for reply is	1 week
40	The defects date is	52 weeks after Completion
41.3	The defect correction period is	1 weeks
50.1	The assessment day is the	25th of each month.
50.5	The delay damages are	R 1000 per day
50.6	The retention is	5% of every assessment
51.2	The interest rate on late payment is	0.5% per week of delay

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	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
82.1	The <i>Employer</i> provides this insurance	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 (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
93.2(2)	The <i>Adjudicator nominating</i> body is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration</i> procedure is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa

The person or organisation who will choose an arbitrator

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

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

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

Z1 Cession delegation and assignment

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

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

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

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not,

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.

or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

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

Z4 Waiver and estoppel: Add to clause 12.2:

Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z5 Health, safety and the environment

Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
- undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor*'s direction and control, likewise observe and comply with the foregoing.

Z5.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor*'s direction and control, likewise observe and comply with the foregoing.

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

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

Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

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

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

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

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

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

Z10 Addition to Clause 50.5

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

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

Z11 Ethics

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action, Corrupt Action, Fraudulent Action or Obstructive Action.

Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Works 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 Works for this reason.

Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Works for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z 11.4 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.

Annexure A: Insurance provided by the Employer

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

1. For the purpose of works contracts likely to be let under this contract (low value straight forward work), insurance provided by Eskom (the *Employer*) has been arranged on the basis of "**Format ECSC3**" as described on the web link given at the foot of this page.
2. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below under the **Format ECSC3** and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 "The *Contractor* provides the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
3. When Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
4. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**
http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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 Contractor is (Name):	<input checked="" type="checkbox"/>
	Address	<input checked="" type="checkbox"/>
	Tel No.	<input checked="" type="checkbox"/>
	Fax No.	<input checked="" type="checkbox"/>
	E-mail address	<input checked="" type="checkbox"/>
63.2	The percentage for overheads and profit added to the Defined Cost for people is	<input checked="" type="checkbox"/> %
63.2	The percentage for overheads and profit added to other Defined Cost is	<input checked="" type="checkbox"/> %
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<input checked="" type="checkbox"/> excluding VAT [in words] <input checked="" type="checkbox"/> excluding VAT

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

C2 Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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

C2.2 Price List

The Price List is as follows / contained in **Annexure A**

C3: Scope of Work

C3.1 Works Information

Minor repairs at Garankuwa HUB to accommodate Mabopane HUB employees

1. Description of the works

The scope of work for this project will include:

- Renovations of the existing Garankuwa HUB office area to accommodate Mabopane employees' office area to expand it for extra customers since two Hubs will use same office to serve customers
- Renovations of a parkhome to be moved to Winterveld site to accommodate Mabopane employees' office area.
- Extending the parking area including re-drawing some parking lines

Deliverables shall include;

- a. Renovations Supervision
- b. Renovations, commissioning and handover of the works
- c. Certificate of compliance

1. SCOPE OF WORKS ACTIVITIES

The scope of work includes the followings:

1. OUTSIDE AREA

- Remove and replace a diamond mesh fence (20m)
- Re-mark parking lines (18 cars)
- Re-paint 8 covered carports steel structure
- Refurbish guard house (2x1.5m)
- Remove palisade steel fence from Mabopane rented site and replace in Garankuwa HUB (30m)

2. OFFICE AREA

- Supply and install 18 000 BTU air conditioner
- Remove glass door (2m) and make good
- Add a glass sliding door (2.5m)

3. PARKHOME

- Take out wall damaged kitchen wall and enclose bathroom cubicle
- Take out old air conditioners and use the additional wall that was taken out to repair the holes in the walls of 500mm by 400mm
- Take out all old showers
- Remove an existing toilet and install in the place of a shower area.
- Replace toilet seats and flushing mechanisms

- Supply and replace existing 12000btu (9) aircon
- Supply and replace existing window blinds 650mm x 650mm
- Replace light fittings and install LED fluorescent lights, test plugs, switches and electrical DB and repair where necessary.
- Replace all door mechanisms and supply keys
- Replace indicator bolts in bathroom doors
- Remove and replace broken windows, match existing
- Remove damaged window handles and replace

4. SUNDRY ITEMS

Electrical

- Supply and install extractor fans
- COC certificate
- Supply and install 5-liter Hydro boil
- Emergency lights
- Supply and install 100W heavy duty flood lights

Plumbing

- Supply and install new pipeline (waste)
- Supply and install new gully for kitchen
- Digging and recovering of all trenches
- Supply and install Double sink and sink mixer incl. all fittings

2. QUALITY MANAGEMENT SYSTEM

The Contractor shall be required to provide or maintain a quality management plan, which must be approved by Eskom

The contractor is advised that the employer considers it essential that for a project of this scale the contractor shall provide and maintain a high level of skilled management organization and resources (justified by CV's), to ensure the successful and timely completion of the contract. Crucial information is to be provided by the Senior Supervisor Technical Facilities and Project Manager at tender stage (tender clarification/briefing meeting) and this shall be deemed to define the contractor's intentions in this respect. It is a requirement that the contractor submits all technical requirements documents as specified by procurement strategy document under technical criteria.

3. PROGRESS REPORTS

5.1 Bi-Weekly report

The bi-weekly progress report shall be based on the bi-weekly progress meeting by the contractor and the Employer represented by the Supervisor or Senior Supervisor or delegation from the Employer. The meeting shall focus on a punch list which is derived from the project scope of works as per the project schedule with an objective of tracking contractor's progress which should be driven by the following items:

1. Past week achieved progress activities.
2. Current week activities.
3. Next two-weeks target activities.

- 4. Commitment to project schedule.
- 5. Deviation and corrections to the project schedule.
- 6. Issues and activities adjustment.
- 7. Risk identification and mitigations.

4. RESOURCES

The contractor shall provide adequate resources to execute the work.

5. PROJECT METHODOLOGY

The Contractor shall submit a detailed proposal outlining methodologies of how he intends executing the work.

6. RESOURCE REQUIREMENTS

The Contractor shall ensure that highly skilled personnel (as defined in their submitted and accepted CV's) are dedicated to the project.

7. IMPLEMENTATION PLAN

The Contractor is required to submit a detailed implementation plan

2. Drawings

N/A

Drawing number	Revision	Title
N/A		

3. Specifications

No	Unique Identifier	Revisio	Document Title
1	32 - 94	0	Safety Health and Environment Policy 32-94  1_Safety Health & Environment (SHE) Po
2	32 - 136	0	Construction Safety Health and Environmental Management  2_Construction Safety Health and En
3	32-524	0	Developing a Safety, Health and Environmental Specification  3_Developing a Safety, Health and Ei

4	34 - 333	1	Health and Safety Requirements to be met by Principal Contractors employed by Eskom Distribution 34-333  4_Health and Safety Requirements to be met by Principal Contractors employed by Eskom Distribution 34-333.pdf
5	32 - 421	1	Eskom Cardinal Rules 32-421  5_Eskom Cardinal Rules (32-421).pdf
6	Construction Reg 3		Notification of Construction Work to Department of Labour  6_Notification of Construction Work to Department of Labour.docx
7	Construction Reg 4 & 5		Appointment letters for Client representative, Principal Contractor & Contractor  7_Appointment letters for Client representative, Principal Contractor & Contractor.docx
8	OHS Act		Written agreement on OHS Act Section 37(2)  8_Written agreement on OHS Act Section 37(2).docx
9 & 10	34 - 1063	0	Expanded Public Works Report 34-1063.   9_Expanded Public Works Report 34-1063.pdf 10_EPWP Report to be inserted in document
11	<u>DST 34-961</u>	0	Legal appointments and authorizations  11_Legal appointments and authorizations.pdf
12	SRTI03/2006		Transporting persons on back of vehicles  12_Safety Instructions for Transport Contractor.pdf

4. Constraints on how the Contractor Provides the Works

None

4.1 Meetings

Bi-Weekly progress meeting will be held by the contractor and the employer represented by the Supervisor or Senior Supervisor or delegation from the employer. The meeting shall focus on a punch list which is derived from the project scope of works as per the project schedule with an objective of tracking contractor's progress which should be driven by the following items:

1. Past week achieved progress activities.
2. Current week activities.

3. Next two-weeks target activities.
4. Commitment to project schedule.
5. Deviation and corrections to the project schedule.
6. Issues and activities adjustment.
7. Risk identification and mitigations.
8. Appraisals on achieved targets.

4.2 Use of standard forms

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

NEC short contract standard forms will be used for administration of this contract. These will be available from the Project Manager on request.

4.3 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Works Information. Also include a list of information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

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

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

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

The *Contractor* attaches the detail signed assessment of the amount due to each tax invoice showing

- Price for Work Done to Date for each item in the Price List for work which he has completed.

Invoices to be addressed as follows:

Eskom Holdings SOC Limited.
Megawatt Park
Maxwell drive
Sunninghill

They will be submitted to Invoiceseskocomlocal@eskom.co.za after the assessment has been signed by both parties.

4.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. [See clause 11.2(5) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.6 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

4.7 Facilities to be provided by the *Contractor*

N/A

4.8 Title to material from excavation and demolition

Read clause 70.2 then provide details as required. Particularly relevant in demolition where substantial amounts of copper are involved.

4.9 Design by the *Contractor*

None.

4.10 Cataloguing requirements by the *Contractor*

None).

5. Requirements for the programme

The programme is required in an Excel and PDF format; it will be updated and submitted every week during execution of work.

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

The *Employer* will provide services including water and electricity and the *Contractor* shall provide Plant and Materials and equipment.

Item	Date by which it will be provided
Electricity	Commencement of service
Water	Commencement of service

C4: Site Information

The site is located at Winterveld CNC in Pretoria

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

1. Access limitations

Safety file
Induction to be done by the Contractor

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

If earthworks are included in the Scope of Work, provide details of the ground conditions the *Contractor* is likely to encounter when doing the work. This could vary from indicating where a test pit has been opened up for the *Contractor* to make his own observations to providing full borehole logs and associated geotechnical report.

3. Hidden and other services within the *site*

Provide details of underground or other hidden services which the *Contractor* may encounter whilst doing the work. Instructions about how to deal with them if encountered should be included in the Works Information.

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

The existing build where refurbishment will occur is currently occupied