



NEC3 Engineering and Construction

Short Contract (ECSC3)

A contract between **Eskom Enterprise SOC Ltd- Telecommunications**
(Reg No1999/02761/07)

and

for **The Provision Joubertina Road Maintenance within
Transmission Telecomms**

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Documentation prepared by: Justin Smith

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:

The Provision Joubertina Road Maintenance within Transmission Telecomms

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 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*

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

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings Limited (reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ¹ is (Name):	Paulinus Kortje
	Address	Eskom Telecommunications, ETC, Port Elizabeth.
	Tel No.	041 404 33329
	E-mail address	kortjep@eskom.co.za
11.2(11)	The <i>works</i> are	The Provision Joubertina Road Site Maintenance within Transmission Telecomms
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	Joubertina Radio Site.
30.1	The <i>starting date</i> is.	To be assigned
11.2(2)	The <i>completion date</i> is.	To be assigned
13.2	The <i>period for reply</i> is	2 weeks
40	The <i>defects date</i> is	5 weeks after Completion
41.3	The <i>defect correction period</i> is	6 months
50.1	The <i>assessment day</i> is the	25th of each month
50.5	The <i>delay damages</i> are	R4785 per day. Up to a limit not exceeding 10% of the contract
50.6	The retention is	5%

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

51.2	The interest rate on late payment is	0.5% [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the applicable "Format ECSC3" policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
82.1	The <i>Employer</i> provides this insurance	as stated for "Format ECSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	the person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data 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 Arbitrarians Foundation of Southern Africa (AFSA)
	Address	To be appointed if dispute arises
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.ice-sa.org.za)
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

The place where arbitration is to be held is **East London, 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.**
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The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005)² 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 and the Electricity Distribution 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 Ethics

- Z3.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z3.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Works if the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

² State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from either Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or SAICE.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z3.3 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*.

Z4 Confidentiality

- Z4.1 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.
- Z4.2 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*.
- Z4.3 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.
- Z4.4 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*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to clause 12.2:

- Z5.1 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.

Z6 Health, safety and the environment

- Z6.1 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 2003 (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.

Z6.2 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.

Z7 Provision of a Tax Invoice and interest. Add to clause 50

Z7.1 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.

Z7.2 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.

Z7.3 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 **4380186397** on each invoice he submits for payment.

Z8 Notifying compensation events

Z8.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z9 Employer's limitation of liability; Add to clause 80.1

Z9.1 The *Employer* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z10 Termination: Add to clause 90.2, after the words "or its equivalent":

Z10.1 or had a judicial management order granted against it.

Z11 Addition to Clause 50.5

Z11.1 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*.

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. 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/live/content.php?Item_ID=9248

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

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)³ 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 26 of the ECSC3 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

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

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 _BOQ for Tender.

Item no.	Description	Unit	Quantity	Rate	Price
	<i>To be populated at Contract award</i>				
	The total of the Prices (excluding VAT):				

Note: For quoting, refer to that appended BOQ in the tender adverts.

C3: Scope of Work

C3.1 Works Information

1	TRACK REPAIR
1.1	Repair FIRST set of concrete tracks as follows:
1.1.1	<p>Rebuild approach ramp: Dimensions: 1000x2600x150mm</p> <p>Excavate at an angle to a depth of 150mm below existing road surface on approach. Concrete to be 25mpa with Reference193 mesh Concrete to be flatted with a textured surface and bullnose rounding off.</p>
1.1.2	<p>Extend Right Hand Side track for a length of 25m from bottom end Dimensions: 25m x 600mm x 150mm</p> <p>Concrete to be 25mpa with Reference193 mesh, for the entire length. Concrete to be flatted with a textured surface and bullnose rounding off. Expansion joints to be placed in the track at 3m apart.</p>

1.1.3	<p>Fill in centre/middelmannetjie of tracks from bottom end to 25m. Dimensions: 25m x 700mm x 150mm</p> <p>Concrete to be 25mpa with Reference193 mesh, for the entire length. Concrete to be flatted with a textured surface. Expansion joints to be placed in the track at 3m apart.</p>
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	<p>Extend Left Hand Side track by 600mm for a length of 43m from top end.</p> <p>Dimensions: 43m x 600mm x 150mm</p> <p>Concrete to be 25mpa with Reference193 mesh, for the entire length. Concrete to be flatted with a textured surface and bullnose rounding off.</p>
1.1.4	Expansion joints to be placed in the track at 3m apart.
2.1	Repair SECOND set of concrete tracks as follows:

2.1.1	<p>Rebuild approach ramp: Dimensions: 1000x2600x150mm</p> <p>Excavate at an angle to a depth of 150mm below existing road surface on approach. Concrete to be 25mpa with Reference193 mesh Concrete to be flatted with a textured surface and bullnose rounding off.</p>
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2.1.2	<p>Fill in centre/middelmannetjie of tracks from bottom end to 17m. Dimensions: 17m x 700mm x 150mm</p> <p>Concrete to be 25mpa with Reference193 mesh, for the entire length. Concrete to be flatted with a textured surface. Expansion joints to be placed in the track at 3m apart.</p>
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2.1.3	<p>Extend Right Hand Side track for a length of 17.5m from bottom end Dimensions: 17.5m x 1200mm x 150mm</p> <p>Concrete to be 25mpa with Reference193 mesh, for the entire length. Concrete to be flatted with a textured surface. Expansion joints to be placed in the track at 3m apart.</p>
2.1.4	<p>Extend Right Hand Side track for a length of 40.5m from top end Dimensions: 40.5m x 600mm x 150mm</p> <p>Concrete to be 25mpa with Reference193 mesh, for the entire length. Concrete to be flatted with a textured surface and bullnose rounding off. Expansion joints to be placed in the track at 3m apart.</p>
3.1	Repair THIRD set of concrete tracks as follows:

3.1.1	<p>Construct Concrete Twin track below existing track to a length of 32m Dimensions: 800mm wide by 150mm deep. Spaced at 1000mm apart. 32m.</p> <p>Concrete to be 25mpa with Reference193 mesh, for the entire length. Concrete to be flatted with a textured surface and bullnose rounding off.</p> <p>Expansion joints to be placed in the track at 3m apart. Stone pitching (no cement) with 150 TO 100mm diameter stone in centre of track. 100 - 150mm Stone pitching on outer edges to create tapered berm of 500mm width.</p>
3.1.2	<p>Construct approach ramp: Dimensions: 1500x2600x150mm</p> <p>Excavate at an angle to a depth of 150mm below existing road surface on approach. Concrete to be 25mpa with Reference193 mesh Concrete to be flatted with a textured surface and bullnose rounding off.</p>

3.1.3	<p>Extend Right Hand Side track for a length of 10m from existing bottom end</p> <p>Dimensions: 10m x 600mm x 150mm</p> <p>Concrete to be 25mpa with Reference193 mesh, for the entire length. Concrete to be flatted with a textured surface and bullnose rounding off.</p> <p>Expansion joints to be placed in the track at 3m apart.</p>
3.1.4	<p>Fill in centre/middelmannetjie of tracks from existing bottom end to 10m.</p> <p>Dimensions: 10m x 700mm x 150mm</p> <p>Concrete to be 25mpa with Reference193 mesh, for the entire length. Concrete to be flatted with a textured surface.</p> <p>Expansion joints to be placed in the track at 3m apart.</p>

3.1.5	<p>Extend Left Hand Side track by 600mm for a length of 23m from placed marker Dimensions: 23m x 600mm x 150mm</p> <p>Concrete to be 25mpa with Reference193 mesh, for the entire length. Concrete to be flatted with a textured surface and bullnose rounding off.</p> <p>Expansion joints to be placed in the track at 3m apart.</p>
3.1.6	<p>Fill in centre/middelmannetjie of tracks for 7m from placed marker Dimensions: 7m x 700mm x 150mm</p> <p>Concrete to be 25mpa with Reference193 mesh, for the entire length. Concrete to be flatted with a textured surface.</p> <p>Expansion joints to be placed in the track at 3m apart.</p>

2. Drawings

Drawing number	Revision	Title
Refer to Drawing attached to tender		As per FDP and discussed with relevant Eskom stakeholders

1. Specifications

Refer to the specification document appended to the tender document.

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		√
Health and Safety Requirements		√
Environmental requirements		√
Site regulations and access control		√
<u>Technical specifications:</u>		
As per Scope of works		

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

Contractors to execute the required project in accordance with scope of work, drawings and specification applicable. Constraints which can be caused by weather and unforeseen circumstances will be managed accordingly by both Eskom Holdings SOC Ltd and Contractors to be appointed.

4.1 Meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Abbreviation	Meaning given to the abbreviation
PM	Project Manager
CPE	Contract Project Engineer
CPM	Contract Project Manager

EMP	Environmental Management Program
PE	Project Engineer
PES	Project Engineer Specialist
FDP	Final Design Package
T&Q	Technology and Quality Department - Eskom

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings shall be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

4.2 Use of standard forms

Contracting parties must use NEC3 standard forms available in the Eskom Intranet for administration of the contract.

4.3 Invoicing and payment

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

The *Contractor* 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 **4380186397**;
- 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 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.

Eskom Enterprises SOC Ltd – Telecommunications
Finance Department –APS
Private Bag x 1046
Germiston
1400

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. A site diary will be required.

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

- ASGI-SA -Not applicable, BBBEE Certificate/ Sworn Affidavit submissions: BBBEE level 1 to 2 EME/QSE is applicable.

4.6 BBBEE and preferencing scheme

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.

4.7 Facilities to be provided by the Contractor

Material Storage Area

The *Contractor* shall provide a secure fenced-in yard for the whole of the contract period. Storage facilities must be of such a nature that all the *Contractors* materials, including free issue materials (Employers materials) are safe from theft, fire hazards and vandalism. Fire breaks around the storage area, and fire-fighting equipment must be in accordance with the OHS Act, and of sufficient capacity to ensure the security of stored materials.

Survey control and setting out of the works

The *Contractor* must appoint an approved contract surveyor to assist with the setting out of all substation equipment and foundation positions. The appointed surveyor must provide feedback to the PE after setting out to ensure all possible problems with regards to obstacles, clearances are highlighted.

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

The *Contractor* shall be liable for any damages caused during construction to existing services such as, underground water pipes, electrical cables, telecommunication cables, overhead lines, storm water pipes and existing roads.

Control of noise, dust, water and waste

The Contractor shall within reason try and keep noise levels, dust and wastage to a minimum

The *Contractor* is to provide the necessary equipment to complete the *Works* safely and by the *completion date*. (Refer to item 5.9)

4.8 Title to material from excavation and demolition

The *Contractor* has no such title. All equipment and materials dismantled to be stored inside the *Contractor's* site camp. Disposal of this equipment and materials to be liaise with the Officer Investment Recovery – Mr Roelof Venter at 043-7032290.

4.9 Design by the Contractor

Refer to the tender documents, drawing applicable.

5. Requirements for the programme

If required the program will be submitted on or as part of “works order” Contractors will be requested to quote within 24 hours. The Contractor must visit the site, verify the designs and Eskom BOM and if the project can be executed. Failure to do so will result in project being withdrawn from the Contractor.

- The program for the work must be submitted to the Employers Representative for acceptance two weeks before the commencement of the project. Any variance to the contract should be communicated to the Employer Representative before commencing with the task.
- The required program submitted for acceptance should include the following data:
- The starting date
- Possession dates
- The completion date
- For each operation, a method statement which identifies the services and other resources which the

Contractor plan to use

- The key dates for the Employer to provide “services and other resources
- The Contractor must submit a project specific risk assessment with each quote.

Completion

The works are to be completed in according to specifications in all respects and ready for take – over by the Employer.

C4: Site Information

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

1. Access limitations

Contractor to refer to the FDP provided and forms part of this contract.

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

Contractor to refer to the FDP provided and forms part of this contract.

3. Hidden and other services within the *site*

Existing Telecommunication exists but is not indicated on the drawings. In the event of a discrepancy between physical condition and the information on a drawing, the *Contractor* shall notify the *Project Manager* immediately if the physical condition found on *site* is such that the deviation from the drawing requires a change in the design of the *works*.

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

Public services and infrastructures are limited and the *Contractor* shall arrange for the following:
Sanitation and accommodation on *site* for own use, and Supply of water with community leaders.

Contract Details			
Starting Page N°	Manually insert into Start Page N°		
Enquiry N°			
Project Title	Provision of Joubertina 4x4 Track Repair		
Project N°		WBS N°	
Closing Time, Day, Date			
Document – Issue Date, Venue			
Document Issue Time, Day.			
Enquiries to			
Enquiry Fax, Tel, Ref			
Validity period			
Site Location / Town			
Date, Starting, Completion			
Period for reply			
Possession of Site			