



NEC3 Engineering and Construction

# Short Contract (ECSC3)

A contract between Eskom Holdings SOC Ltd (Reg No. 2002/015527/06)

and

for **The Provision of Tower Maintenance for the Dundee tower**

<b>Contents:</b>	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (January 2009 amendments)	<b>Page No.</b>
<b>Part C1</b>	<b>Agreements &amp; Contract Data</b>	
	C1.1 Form of Offer and Acceptance	2-3
	C1.2 Contract Data provided by the <i>Employer</i>	5
	C1.2 Contract Data provided by the <i>Contractor</i>	12
<b>Part C2</b>	<b>Pricing Data</b>	
	C2.1 Pricing assumptions	13
	C2.2 Price List	14
<b>Part C3</b>	<b>Scope of Work</b>	
	C3.1 Works Information	15-26
<b>Part C4</b>	<b>Site Information</b>	30

Documentation prepared by: Logan Moodley

# 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 of Tower Maintenance for the Dundee tower

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	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(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**

Eskom Telecommunications  
Transmission Group  
Eskom Holding SOC (Ltd.)

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	Not Applicable	Not Applicable

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

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

**For the tenderer:**

**For the Employer**

Signature

Name

Capacity

On behalf  
of

Name &  
signature  
of witness

Date

## C1.2 Contract Data

### Data provided by the *Employer*

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>Eskom Holdings SOC Limited (Reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
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):	<b>Logan</b>
	Address	<b>25 Valley View, New Germany, 3620</b>
	Tel No.	
	Fax No.	
	E-mail address	
11.2(11)	The <i>works</i> are	<b>Dundee Tele-communication Tower Maintenance</b>
11.2(13)	The Works Information is in	<b>the document called 'Works Information' in Part 3 of this contract.</b>
11.2(12)	The Site Information is in	<b>the document called 'Site Information' in Part 4 of this contract.</b>
11.2(12)	The <i>site</i> is	<b>Dundee radio site</b>
30.1	The <i>starting date</i> is.	<b>TBA</b>
11.2(2)	The <i>completion date</i> is.	<b>TBA</b>
13.2	The <i>period for reply</i> is	<b>2 weeks</b>
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>25<sup>th</sup> of each month.</b>
50.5	The <i>delay damages</i> are	<b>0,5% per day to a maximum of 5% of the contract value</b>
50.6	The retention is	<b>5%</b>

<sup>1</sup> 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 <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a>
82.1	The <i>Employer</i> provides this insurance	as stated for "Format ECSC3" available on <a href="http://www.eskom.co.za/live/content.php?Item_ID=9248">http://www.eskom.co.za/live/content.php?Item_ID=9248</a> (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)  Address  Tel No.  Fax No.  e-mail	Either state the name of the person selected & complete the contact details below, or include the following statement as an alternative:  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.
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 <a href="http://www.jointcivils.co.za">www.jointcivils.co.za</a> )
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- 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 (June 2005)<sup>2</sup> 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.

Such practices include making of offers, payments, considerations, or benefits of any kind or

---

<sup>2</sup> 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.

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 4740101508 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](http://www.eskom.co.za/live/content.php?Item_ID=9248)

## Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 <a href="mailto:andrewbaird@ecsconsult.co.za">andrewbaird@ecsconsult.co.za</a>
Christopher BINNINGTON	Gauteng	+27 11 888-6141 <a href="mailto:cdb@bca.co.za">cdb@bca.co.za</a>
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Peter THURLOW	Gauteng	+27 11 787 6226 <a href="mailto:info@thurlowassoc.com">info@thurlowassoc.com</a>

**Information about the Panel and appointment of the selected *Adjudicator* is available from Supply Chain Operations management, by contacting Leighton Itholeng on 011 800 4031 or [Leighton.Itholeng@eskom.co.za]**

**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)<sup>3</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 26 of the ECSC3 Guidance Notes.

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

---

10.1 The Contractor is (Name):

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:  
**R** **excluding VAT**  
[Enter the total of the Prices from the Price **[in words]**  
List]: **excluding VAT**

---

---

<sup>3</sup> 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:

The *Contractor* shall price **Bill No. 1 - Preliminary and General** in respect of all payment required for any work, risk, contingency or obligation whatsoever, that is not described in the *Bill of Quantities* and which is his responsibility under the Contract

The Bill is divided into 2 sections namely a "Once-off Fixed Cost" and a "Monthly Cost". Monthly costs are only allowed for the contract period as stated at contract award time. Payments will only be made once an Item is successfully completed and verified as being completed by the Employer.

### ESKOM MAIN OFFER BILL No. 1

#### Bill 1.1 - Fixed Costs (Payable on item completion only & no advance payments)

Item No	Maintenance of Telecommunication Microwave Tower Bill No. 1 Preliminary and General Description	Unit	Rate	Total	
				Price ZAR ( Exl VAT)	
<b>THE ENGINEERING AND CONSTRUCTION CONTRACT</b>					
1	Contractual requirements.	sum		R	-
2	Establish contractor's yard, site offices, workshops, stores etc. including all necessary water and electricity supplies, drainage and waste disposal systems, communication facilities etc.	sum		R	-
3	De-establish contractor's yard, site offices, workshops, stores etc. including all necessary water and electricity supplies, drainage and waste disposal systems, communication facilities etc.	sum		R	-
4	Establish mobile crane equipment - Structural Steel replacement	sum		R	-
5	De-establish Mobile Crane Equipment - Structural Steel replacement	sum		R	-
6	Complying with Health and Safety Specifications including COVID 19 compliance	sum		R	-
7	Complying with Environmental Management Plan and all other compliance obligations.	sum		R	-

		<b>Sub-total</b>		<b>R</b>	<b>-</b>
--	--	------------------	--	----------	----------

#### Bill 1.2 - Monthly Costs (Valid only for contract duration period as per contract award time)

Item No	Maintenance of Telecommunication Microwave Tower Bill No. 1 Preliminary and General Description	Unit	Rate	Total	
				Price ZAR ( Exl VAT)	
<b>THE ENGINEERING AND CONSTRUCTION CONTRACT</b>					
1	Site offices	sum		R	-
2	Site supervision	sum		R	-

3	Appointment of engineer to provide the Eskom's Project Manager with Pre and Post-maintenance Structural Integrity Reports by registered ECSA Structural Engineer	sum		R	-
4	Living accommodation.	sum		R	-
5	Sanitary facilities	sum		R	-
6	Complying with Health and Safety Specifications	sum		R	-
7	Complying with Environmental Management Plan and all other compliance obligations.	Sum		R	-
8	<u>Tools &amp; equipment</u>				
8.1	Jack hammer	Hr		R	-
8.2	TLB	Hr		R	-
8.3	Other, specify	Hr		R	-
9	<u>Travelling</u>				
9.1	(4x4) LDV	Hr		R	-
9.2	Traveling cost (4x2) truck - 8 ton	Hr		R	-
9.3	(4x2) truck - 8 ton	Hr		R	-
9.4	(4x4) truck - 8 ton	Hr		R	-
9.5	(4x2) truck - 20 ton	Hr		R	-
9.6	(4x4) truck - 20 ton	Hr		R	-
		<b>Sub-total</b>		<b>R</b>	<b>-</b>

<b>Total Brought Forward</b>	<b>R</b>	<b>-</b>
------------------------------	----------	----------

Item No.	Maintenance of Telecommunication Microwave Tower at Dundee RS	Unit	Qty	Rate	Total
	<b>Bill No. 2</b>				Price ZAR
	<b>Structural Steel Refurbishment</b>				( Exl. VAT)
	As per Eskom Telecommunication Towers (KZN) –Dundee RS Structural Analysis Document Number: P2571-6004-06-001				
	Description				
<b>2.1</b>	<b>Supply and fabrication of steelwork:</b> (not applicable)				
<b>2.2</b>	<b>Erection bolts and clamps:</b>				
	Notes to tenderers: 1. Grade 8.8 bolts in shear and bearing type connections shall be tensioned by hand to the limit of the torque that can be applied by the use of a standard spanner. 2. Fitted bolts shall be long enough to ensure that no threaded portion is within the thickness of the connected parts required to develop the bearing load on the bolts and shall be provided with washers, under the nut, of thickness such as to ensure that at least one full thread (in addition to the thread runout) remains clear between the nut and the unthreaded shank. 3. Bolts at each connection cleat are to be removed and replaced one at a time to maintain the structural integrity of the tower				

	<p>4. Connections shall be made in a manner to avoid eccentricity as much as possible. Erection bolts shall be located as near to the centre of gravity of the members as practicable.</p> <p>5. Nuts and bolts that bear on sloping faces shall be provided with bevelled washers.</p> <p>6. Spacers shall be provided as necessary for all gaps to prevent distortion of new fabricated members. Spacers between members where more than one bolt is involved shall be one plate of the required thickness. Where a single bolt is involved, the spacer may be made up of 3 pieces. The thickness of the individual spacers shall be limited to the following standard size: 5mm, 8mm and 12mm.</p> <p>7. Proof of the Grade 8.8 bolts and nuts are to be issued to Eskom upon delivery together to prevent lower grade nuts being used with higher grade bolts.</p>				
1	Removal and scrapping of corroded bolts and nuts and washers to the entire steel structure tower	sum	1		R -
2	Supply, deliver to site and install galvanized high strength by replacing existing M16 bolts with M16 grade 8.8 fully threaded bolts	no	400		
3	Supply, deliver to site and install galvanized high strength friction grip bolts M 12 (Grade 4.8) x 60mm, including nut, hardened steel washer, load indicating washer, taper washer where needed and sherardized.	No	150		
				<b>Sub-total Bill 2.2</b>	R -
<b>2.3 CAT ladder:</b>					
1	Removal and scrapping of corroded M12 U-bolts, washers and nuts	sum	1		R -
2	Supply, deliver to site and install new M12 U bolts with washers and nuts	sum	1		R
				<b>Sub-total Bill 2.3</b>	R
<b>2.4 Cable rack:</b>					
1	Remove corroded feeder clamps	sum	1		R -
2	Install hot dipped height raised galvanized heavy duty feeder clamps to vertical cable rack/gantry (Eskom to supply feeder clamps)	no	60		R -
3	Replace hail-guard covers	m	6		R-
				<b>Sub-total Bill 2.4</b>	R -
<b>2.5 Site Welding:</b>					
1	Welding of structural steel components to appropriate positions (provisional)	m	25		R-
2	Inspection and testing of welds: (certificates required)	sum	1		R-
				<b>Sub-total Bill 2.5</b>	R-
<b>2.6 Grouting:</b>					
1	Non-shrink, non-metallic, free-flowing 25mm 35MPa grouting under base plates.	m3	1		R-
				<b>Sub-total Bill 2.6</b>	R-



<b>2.7</b>	<b>HOLDING DOWN BOLTS AND MISCELLANEOUS</b>				
	Notes to tenderers				
	<ol style="list-style-type: none"> <li>1. Holding Down bolts shall be designed and detailed in accordance with design recommendations as per the latest version of the Southern African Steel Construction Handbook published by the South African Institute of Steel Construction.</li> <li>2. Holding Down bolts must protrude sufficiently to allow double nut fixing per bolt with at least three threads above the last nut.</li> <li>3. Lock nuts to be Grade 8.8 to match the existing Holding Down bolts. These new locknuts and old nuts are not to be torqued but only tightened with a spanner.</li> </ol>				
1	Remove corroded Holding Down bolts and locknuts to structural steel tower base including nuts, steel washer and taper washers upon the instructions of the Structural Engineer and Eskom site representative	sum	1		R -
2	Provide and install Grade 8.8 M46 x 300mm long galvanized mild steel bolt with 75mm length threaded at exposed end and fitted with suitable nut and washer, and with 80 x 80 x 14mm thick anchor plate welded on at other end, bolt cast 350mm deep into concrete stub column base in exact position (In no. 20)	No	16		R -
		<b>Sub-total Bill 2.7</b>			R-
<b>2.8</b>	<b>Structural Steelwork Corrosion Protection</b>				
	Notes to tenderers				
	<ol style="list-style-type: none"> <li>1. The corroded platform grid floors must be stripped, safely lowered to the ground, cleaned and re-galvanized and re-erected. The rungs of the CAT ladder are to be cleaned in-situ and only the first and second High Build Aluminium surface. Tolerant Epoxy coats are to be applied. Non-passive galvanising shall apply to new replacement members.</li> <li>2. The new steel is to be cleaned with a solvent detergent greaser (formulated by paint supplier) and then water rinsed by hosing with high pressure water spray</li> <li>3. There shall be no drilling in members of the structure after galvanising</li> </ol>				
1	Application of Abrasive blast cleaning to existing structural steelwork in accordance to SABS 064	sum	1		R -
2	Sand blast structural steel of the entire steel structure (including the cable gantry from tower to building)	m2	131		
3	Restore structural steel galvanizing with zinc-rich paint	m2	131		R -
4	Paint mast for aircraft warning (red and white waterbased paint as per CAA regulations)	m2	131		R -
5	Paint nuts and bolts with Polygalv	no	550		R -
		<b>Sub-total Bill 2.8</b>			R -

2.9	Foundations and Aviation lights				
1	Supply and install of Type C (2000cd) Aviation Warning LED Light system with sock resistant UV stabilised polycarbonate material and stainless steel brackets, threaded bolts and nuts powered by 48V (DC) at 15m level	no	2		R-
2	Supply and install PVC armoured cable fixed by means of clamps to the cable runway, wiring of light points and provision of twilight switches for operation of the light on the tower. PVC insulated armoured copper cable to be used.	m	35		R-
3	Supply & install control unit for aviation light including relevant hardware peripherals as required (clamps, joint box, control unit, ducting, 15A trip switch, cabling)	no	1		R-
4	Sand blast base plate (including bolts) and restore base plate galvanizing with zinc-rich paint	No	4		R-
5	Temporary support of structure (uplift and/or compression)	No	4		R-
6	Enlarge void under base plate, assess condition of HG bolts and underside of base plate and repair foundation concrete	Sum	1		R-
7	Fill void with grout or 25Mpa concrete	m3	1		R-
8	Foundation concrete surface repair (patch work)	No	4		R-
9	Foundation below ground level assessment	Sum	1		R-
10	Supply & install 50mm x 3mm Copper flat bar for earthing	m	15		R-
11	Supply & install Earthing including earthing plates detailed in the earthing spec	Sum	1		R-
12	Supply and install 4 M20 Hilti or similar chemical anchors 500mm long	No	4		R-
		<b>Sub-total Bill 2.9</b>			R-
	<b>Total Brought Forward</b>				R-

Bill No.	Maintenance of Telecommunications Dundee Microwave Tower		Total
	Final Summary		Price ZAR
	Description of Bill		( Exl VAT)
<b>1</b>	<b>PRELIMINARY AND GENERAL</b>		
1.1	Fixed costs	R	-
1.2	Monthly Costs	R	-
	<b>Sub-Total P&amp;Gs</b>	<b>R</b>	<b>-</b>

<b>2</b>	<b>MAINTENANCE OF TOWER</b>		
2.1	Supply and fabrication of steelwork:	R	-
2.2	Erection bolts and clamps:	R	-
2.3	CAT ladder:	R	-
2.4	Cable rack	R	-
2.5	Site Welding:	R	-
2.6	Grouting:	R	-
2.7	Holding Down Bolts and Miscellaneous	R	-
2.8	Structural Steel Corrosion Protection	R	-
2.9	Foundations & aviation lights	R	-
	<b>Sub-Total Maintenance of Tower</b>	<b>R</b>	<b>-</b>
	<b>TOTAL SUMMARY (TOTAL TENDER PRICING)</b>	<b>R</b>	<b>-</b>

# C3: Scope of Work

## C3.1 Works Information

### The Provision of Tower Maintenance for the Dundee tower

#### Dundee Tele-communication Tower Maintenance

The following brief scope of work needs to be completed by the contractor (refer scope of work document)

- Sand-blast the entire tower structure
- Replace all bolts with grade 8.8
- Restore galvanising with zinc-rich paint
- Paint nuts and bolts with polygalv
- Paint tower in red and white water-based paint suitable for steel adhesion (may require additional primer)
- Remedial foundation work as per P2571-6004-03-10-03-01

## 2 Drawings

- Structural analysis report & drawings to be provided by Eskom Telecommunications

## 3. Specifications

Title	Date or revision	Tick if publicly available
<b>General Specifications:</b>		
240-119380820 EXISTING TOWERS : STRUCTURAL INSPECTION, ANALYSIS, STRENGTHENING, DESIGN & CERTIFICATION OF TELECOMMUNICATIONS TOWER & MAST INFRASTRUCTURE	November 2023	
240-59967638 NEW TOWERS : GENERAL TOWER SPECIFICATION FOR NEW INSTALLATIONS OF ESKOM TELECOMMUNICATIONS RADIO TOWERS	August 2023	
240-56872313 RADIO STATION EARTHING AND BONDING	Latest	
240-73198174 Technical SHE specification	Latest	
240-77471499 Acknowledgement of Eskom Rules	Latest	
240-70044602 Template for OHS Risk Assessment	Latest	
240-166287103 Scope of Work: Dundee Tower Maintenance	Revision 1	
Construction Regulations	Latest	

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

- Contractor must adhere to the life-saving rules while conducting works at Dundee Radio Site.
- Contractor to keep a site file and follow the approved health, safety and quality plan/s
- Contractor to submit method statement document and a works schedule prior to commencement of work
- A site specific induction shall be carried out before site works can commence

#### 4.1 Meetings

Prospective Contractors to compulsory MS Team meeting & optional site meeting, thereafter an induction, progress checks and handover for the appointed contractor with the Employer's representatives

#### 4.2 Use of standard forms

Prospective contractors to adhere to the following specifications: Health and Safety requirements  
Environmental requirements, Site regulations and access control

#### 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:

Eskom Holdings SOC Ltd – Telecommunications  
Finance Department  
Private Bag X 1046  
Germiston  
1400

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 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.

Email addresses for invoice submission:

Local Eskom invoices excluding Primary Energy, Group Capital, Eskom Enterprises and Eskom Development Foundation: [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)

#### 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)

Not Applicable – refer to SD&L requirements

#### 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 - refer to SD&L requirements

**4.7 Facilities to be provided by the Contractor**

Contractor will provide their own transport, accommodation, material, ablution facility; keep the site tidy when leaving the site.

**4.8 Title to material from excavation and demolition**

As per SOW

**4.9 Design by the Contractor**

As per Scope of work

**5. Requirements for the programme**

Works schedule to be sent at least two weeks prior to commencement of work. Should changes to the programme be known of, it must be communicated telephonically (followed up by email), updated and sent to the PM or PC within 1 working day.

- Minimum she requirements for contractors on site.
- Site safety register.
- Site tender meeting register signed at arranged site visit during tender process.
- Signed page by contractor on life saving rules applicable at Eskom.

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

Item	Date by which it will be provided

## C4: Site Information

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

#### **Dundee Radio Site, 15m, painted, angled lattice tower**

Located in the Dundee area of Kwazulu Natal operating unit.  
GPS Coordinate: **29°09'59"S, 30°15'0.7"E**

For further clarifications contractors to join compulsory MSTeams meeting.

#### **1. Access limitations**

An induction will be done with the appointed contractor before works can commence where site access arrangements will also be communicated.

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

As per scope work

#### **3. Hidden and other services within the site**

As per scope work

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

Only where tower is located