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## C3.1: EMPLOYER'S WORKS INFORMATION

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# 1 Description of the works

## 1.1 Executive overview

The overarching concept for rehabilitation of the target wetland areas on the Pinotage site is to reinstate dispersed flow to these areas and to re-vegetate them with appropriate locally indigenous plant species (**Appendix B**) (**Figure 7**). This is to be achieved by implementing the following broad steps, which are explained in more detail in the subsections below:

- Filling in of the existing dams and cut-off drains on the site, which are severely impacting water flows.
- Creation of a series of very shallow (0.5 m deep) swales across the slopes, which will drain towards a central, very shallow dished channel running down the slope on each side of the substation towards the wetland area.
- Dissipation and attenuation of flows through the placement of packed rocks at the outlets of the swales and dished channels.
- Reduction of existing weed load through a series of site preparation steps.
- Collection, propagation and storage of seeds and plant material.
- Hydro-seeding and planting of vegetation in the target wetland areas, in the swales and dished channels and in the surrounding terrestrial areas, to facilitate attenuation of flows and reduction of weeds on the site.
- Follow-up monitoring, weed control and supplementary planting over at least five years.

It is anticipated that the proper implementation of these steps will result in reinstatement of more natural runoff patterns on the slopes adjacent to the substation, the creation of seep wetland areas with three zones of wetness (seasonally inundated, seasonally saturated and temporarily saturated zones), and the re-introduction of a diversity of naturally-occurring plant species (in the wetland rehabilitation target areas and surrounding terrestrial buffer areas) so as to improve the habitat quality and ecological functionality of the on-site wetlands. In order to achieve these outcomes, the required conditions need to be established, including the re-introduction of an ecologically appropriate suite of plant species, many of which are not commercially available, thus requiring propagation in a nursery. Also, the target wetland areas cannot be successfully rehabilitated into an ecologically functional ecosystem without rehabilitation of the adjacent terrestrial buffer area on the slopes above the wetland areas. It is akin to the human body, where the main veins cannot function without the capillary veins. As such, re-vegetation of the adjacent terrestrial buffer areas with ecologically appropriate plant species is as important as the re-vegetation of the wetland areas themselves, especially bearing in mind that the flows to the wetland areas need to disperse and filter through the upslope terrestrial buffer areas. Refer to Pinotage- Rehab-Report-draftfinal-24 April 2023

## 1.2 Employer's objectives and purpose of the works

The proposed rehabilitation intervention is not aiming to completely restore the wetland and adjacent terrestrial area back to their 100% pristine natural state, as this is not a realistic goal in the context of the disturbed broader landscape within which the site is located. The main aim is, nevertheless, to significantly improve the ecological condition and functionality of the wetland and adjacent buffer area from their degraded present ecological state.

In order to meet the wetland offset requirements on site for the loss of wetland that resulted from the construction of the Pinotage substation, **the ecological condition of the target wetland areas will need to be improved from the critically modified Present Ecological State (assessed to be in Ecological Category F) to a moderately modified ecological state with a predominantly intact natural habitat (Ecological Category C)**, as explained in the Wetland Offset Evaluation Report (EkoInfo 2021). This means that there needs to be a substantial improvement in the ecological functionality and biodiversity of the rehabilitation target areas so that they more closely resemble the presumed natural state that existed prior to any impacts (including the agricultural impacts that preceded the construction of the substation) than they do presently. It will not be good enough, in terms of the wetland offset requirements, to simply address erosion and establish some sort of vegetative groundcover in the rehabilitation target areas. Instead, it will be essential to reintroduce locally indigenous plant species, so as to improve diversity and habitat quality in both the target wetland rehabilitation areas and the adjacent terrestrial buffer areas.

If the rehabilitation intervention is undertaken in a less thorough way, so that the goal of a rehabilitated wetland area in Ecological Category C with a predominantly intact natural habitat is not achieved, then a larger area will need to be rehabilitated to meet the wetland offset requirements. As no more potential wetland rehabilitation target areas are available on the Pinotage site, this would result in the need for the acquisition of additional land where further wetland rehabilitation can be undertaken or where ecologically intact but currently unprotected wetlands can be secured for conservation by assigning them legal Protected Natural Area status. The financial cost of such a scenario would be very high.

Another aim of the proposed rehabilitation intervention is to introduce the necessary levels of diversity to ensure that the system can adapt to natural changes over time, such as droughts and unpredictable rainfall, in addition to providing habitat for various fauna (including herpetofauna, avifauna, mammals, invertebrates/pollinators). The more naturally the system functions, the more resilient it will be and the less maintenance it will require. In this way, once the natural system has established following the rehabilitation intervention, it should over time become less expensive than trying to maintain a disturbed, weed-infested area as is the current situation. Refer to section 4 Aims of proposed rehabilitation intervention: Pinotage Rehabilitation Report 24 April 2023.

### 1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
OBL	Outside battery limits

## 2 Management and start up.

### 2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As per NEC procedures	Pinotage Substation & MS Teams (As may be determined by the <i>Employer</i> )	<i>Employer, Contractor, Supervisor, and all relevant stakeholders</i>
Overall contract progress and feedback	Monthly on a day determined by the <i>Employer</i>	Pinotage Substation & MS Teams (As may be determined by the <i>Employer</i> )	<i>Employer, Contractor, Supervisor, and all relevant stakeholders</i>
Health, Safety and Environmental	As per the SHE Specification	Pinotage Substation (As may be determined by the <i>Employer</i> )	As per the SHE Specification
Quality meetings	As per the <i>Employer's</i> Quality Management Standards	Pinotage Substation (As may be determined by the <i>Employer</i> )	<i>Employer, Contractor, Supervisor, and all relevant stakeholders</i>

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.

## 2.2 Documentation control

The Naming Convention that will be used for the naming of records for Power Delivery Projects on Hyperwave/OpenText will be as follows:

**YYYYMMDD\_DocumentTitle\_UniqueIdentifier.FileExtension**

- **YYYYMMDD** refers to the Date of the record in the format YearMonthDate. For records that have two different dates (creation and signatory), the signatory date shall be used. For records that don't have a date a receipt date shall be used.
- **Document Title** refers to the title of the document.
- **Unique Identifier** refers to a reference number or external unique identifier that is unique to the record and is used to identify the particular record, e.g. drawing number, external reference numbers, ...etc.  
**NB:** unique identifier of templates shall not be used for this purpose.

**File Extension** refers to the file types such as doc, pdf, tif, xls, ppt, mpp, ...etc. This is by default already indicated on the file name. Leave it as it is in the file name.

## 2.3 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure, health, and safety specification this Works Information.

## 2.4 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in all environmental annexures, e.g.:

- Construction Environmental Management Plan (EMPr) ref:
- Environmental Authorization (EA) of Firgrove Substation

## 2.5 Quality assurance requirements

- Quality Management Specification ref 240-105658000
- Tender and Contract Quality requirements for 240-105658000 and quality requirement for ISO 9001 Standard

## 2.6 Programming constraints

A summary of the steps required in the rehabilitation is provided below. This should be read in conjunction with **Table 7 of the Pinotage-Rehab-drafftinal-24 April 2023** which includes a timeline of all of the steps involved over a medium-term period.

Summary of steps:

- Once earthworks have taken place, the area to be restored should be burnt or brush-cut in mid-summer to remove annual biomass, in order to facilitate the removal of excess nutrients from the site which would otherwise facilitate competition from weedy alien species. This can be done in February-March.

- The site should then be lightly ploughed to break up the soil surface, which is currently compacted in parts and contains no species of ecological value.
- Spraying of perennial weeds should then be conducted during March.
- Post-emergence spraying of annuals can be done in mid-April. If needed, follow-up spraying of perennial aliens can be repeated.
- Sowing of seed should take place in late April, allowing at least 10-15 days after herbicide spraying before sowing.
- Planting can take place in early winter (late May) and plants must be manually watered immediately after planting.
- Supplementary manual watering should take place if winter rainfall is late in setting in, or if unusually dry periods are experienced during the course of winter.
- Follow-up monitoring of the site should take place biannually, for at least 4 years after initial sowing and planting, during summer and spring.
- Follow up alien control should include spot spraying of problem patches of weedy perennial grasses or annual grasses and forbs. This can take place around three times per year, for at least 4 years after initial planting. This should be determined based on observation during monitoring of the site.
- Follow-up sowing of seed and planting of further propagated material should take place if/when monitoring determines that insufficient cover or diversity has been established by previous sowing and planting interventions.

<b>Table 7: Rehabilitation and monitoring five-year timeline Sequence</b>	<b>Date and/or Season</b>	<b>Task</b>	<b>Year</b>	<b>Weed cover estimate</b>
Step 1	August	Plant propagation	2023	High
Step 2	February	Earthworks/plough	2024	High
Step 3	End summer (February)	Burn and Brush-cut	2024	High
Step 4	End summer (February)	Plough	2024	High
Step 5	Autumn (March-April)	Post emergence herbicide spray	2024	High
Step 6	Autumn (March-April)	Sowing (pioneer/resilient species)/inoculate soils with soil microbes	2024	High
Step 7	Early winter (May-June)	Planting	2024	High
Step 8	Early winter (May-June)	Spot spray weeds	2024	High
Step 9	Winter (June-August)	Spot spray weeds	2024	High
Step 10	Summer (December-January)	Spot spray weeds	2024	High
Step 11	Autumn (March-April/May)	Spray early season weeds	2025	Moderate
Step 12	Autumn (March-April/May)	Sowing	2025	Moderate
Step 13	Early winter (May/June-	Supplementary planting/introduce	2025	Moderate



	July/August)	remaining species		
Step 14	Winter (June-August)	Spot spray weeds	2025	Moderate
Step 15	Summer (December-January)	Spot spray weeds	2025/2026	Moderate
Step 16	Early winter (May/June-July/August)	Mechanic removal of weeds	2026	Moderate
Step 17	Winter (June-August)	Mechanic removal of weeds	2026	Moderate
Step 18	Summer (December-January)	Mechanic removal of weeds	2026/2027	Moderate
Step 19	Autumn (March-April/May)	Mechanic removal of weeds early season weeds	2027	Moderate
Step 20	Autumn (March-April/May)	*Sowing	2027	Moderate
Step 21	Early winter (May/June-July/August)	*Supplementary planting	2027	Moderate
Step 22	Winter (June-August)	Mechanic removal of weeds	2027	Moderate
Step 23	Summer (December-January)	Mechanic removal of weeds	2027	Moderate

## 2.7 Contractor's management, supervision and key people

- Project Manager
- Site Supervisor with Environmental Management qualification and experience
- Jnr Site Supervisor with Civil Technician qualification and experience
- Jnr Site Supervisor with Environmental Management or Botany or Horticulture qualification and experience
- Safety Officer

## 2.8 Invoicing and payment

Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager's* payment certificate.

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd and include on each invoice the following information:

- Name and address of the *Contractor* and the *Project Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- 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;

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.

Details on how to submit invoices and additional information:

- Ensure that the Eskom order number is clearly indicated on your invoice together with the line number on the order you are billing for.
- All Electronic invoices must be sent in PDF format only.
- Each PDF file should contain one invoice; or one debit note; or one credit note only as Eskom's SAP system does not support more than one PDF being linked into workflow at a time
- *Contractor's* email may contain more than one PDF file (e.g., 2 invoices on 2 separate PDF files in one e-mail)  
-Send all invoices in PDF to group Transmission Projects Delivery (TPD):  
[Invoiceseskomlocal@eskom.co.za](mailto:Invoiceseskomlocal@eskom.co.za)
- For Foreign invoices, supplies will still be required to physically deliver hard copies of original documents to the respective documentation management centers even though you have e-mailed those invoices (Eskom is still seeking clarity from South African Reserve Bank regarding e0invoicing for Foreign invoices or invoices in foreign currency. Current requirements are that these manual invoices should still be submitted. *Contractor* can send the invoices copy to the email addresses indicated below)
- Tax Requirement
- A PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)
- An invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but copy.

The following wording needs to appear on the invoice: "" *Contractor's* invoice is encrypted in order to comply with SARS requirements that invoices, and statements sent electronically are tamperproof."

- If there is Cost Price Adjustment (CPA) on *Contractor's* invoice, Eskom recommends that *Contractor* issues a separate invoice for CPA so that if there are any issues on the CPA the rest of the invoice can be paid while resolving the CPA issues.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices are lost. If the goods receipt is not done the invoice will be parked and the system will automatically send an e-mail to the end user to do the goods receipt. This is also tracked by Eskom through the parked invoice report.
- *Contractor* can request a parked invoice report from the Finance Shared Services (FSS) contact center which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact center.
- Email addresses for invoice submission:

Transmission Power Delivery [Invoiceseskomlocal@eskom.co.za](mailto:Invoiceseskomlocal@eskom.co.za) and copy to the *Project Manager*

## 2.9 Insurance provided by the *Employer*

Refer to insurance section table A and B

## 2.10 Contract change management

The NEC Early warning system to apply

## 2.11 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the

*Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

## **2.12 Records of Defined Cost, payments & assessments of compensation events to be kept by the *Contractor***

The Contractor must keep record of all cost until the final account has been settled.

- Site Supervisor
- Junior Site Supervisors/ Discipline Team Leaders
- Safety Officer
- Semi- Skilled Labour
- Unskilled Labour
- Artisans

## **2.13 Training workshops and technology transfer**

Not applicable

# **3 Engineering and the *Contractor's* design**

Not applicable except for temporary designs in terms of the Construction Regulations

## **3.1 *Employer's* design**

- Wetland Rehabilitation Plan designed by a Consulting team comprising of Environmental Specialist, Botanist, and Landscaping Architect.
- Civil designs by Eskom Engineering

## **3.2 Parts of the works which the *Contractor* is to design**

- Nursery on site with facilities for plant watering
- Earth Swales

## **3.3 Procedure for submission and acceptance of *Contractor's* design**

Designs proposal supported with method statements to be submitted for acceptance by Project Manager in consultation with the Consulting Team

## **3.4 Other requirements of the *Contractor's* design**

All structural designs to comply with Construction Safety Requirements

## **3.5 Use of *Contractor's* design**

Contractor carries liability of performance for own designs.

## **3.6 Design of Equipment**

Not applicable

### **3.7 Equipment required to be included in the *works***

Not applicable

### **3.8 As-built drawings, operating manuals and maintenance schedules**

Contractor to provide As-built drawings on completion of the works.

## 4 Procurement

### 4.1 People

#### 4.1.1 Minimum requirements of people employed on the Site

- Contractor to employ local labour to site as far as possible.
- Contractor to comply with employment and labour legislation
- Contractor to comply with safety regulations and the Eskom health and safety specifications.

#### 4.1.2 BBBEE and preferencing scheme

Skills Development Targets

##### 4.1.2.1 Supplier Development and Localisation (SDL&I)

SDL&I mandate is to achieve maximum and sustainable local development impact through leveraging Eskom's procurement spend in a manner that allows flexibility within the business in order to accommodate government local development initiatives and policies

As a State-Owned Enterprise, ESKOM supports Government's socio-economic development initiatives that it addresses through Supplier Development and Localisation objectives, which include enterprise development, transfer of skills, job creation, incubation, localisation of procurement initiatives and industrialisation.

For the purposes of tendering, the *tenderer* must demonstrate the manner in which the SD&L requirements will be met in due course in an implementation program. If the *tender* is awarded all SD&L undertakings (the *Contractor's* SD&L Obligations) must be made by the *Contractor* at the time of contracting.

#### SDL&I Undertaking

- The SDL&I undertaking generally identifies the following areas for SDL&I evaluation. These are procurement from EMEs, QSEs, LMEs (Generic); local content of the tender as a whole; Job creation and Skills Development commitments of the *tenderer*.
- Targets and weighting are set for each individual project.
- Tenderers who complete and submit the undertaking as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I undertakings do not form part of scoring but commitments will form part of contractual obligations.

##### 4.1.2.2 Definitions and Interpretation

The definitions below shall be referred to in the interpretation of this document. The targets for EMEs, and QSEs are a percentage of the local content portion of the tender only.

#### Exempted micro enterprise (eme)

- In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.

- In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. In such instances, the relevant Sector Charter thresholds will therefore be used as a basis for a potential bidder to qualify as an EME. (For example, the approved thresholds for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively).
- An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.

### **Qualifying small enterprises (qse)**

- The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.
- A QSE with at least 51% black ownership qualifies as a Level 2 contributor.
- A QSE with 100% black ownership qualifies as a Level 1 Contributor.
- A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.
- A QSE is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.

### **Large measured entity (lme) /generic**

- A generic Enterprise's B-BBEE compliance is measured using the Generic Scorecard. The Generic scorecard is based on five elements each of which has an assigned weighting which correlates with the importance of that specific element and a set target.
- A generic Enterprise has a annual turnover that is more than R 50 million rands.

### **SDL&I Progress Report**

Means the *Contractor's* SDL&I progress report contemplated in clause 7 of this annexure.

### **Local Content**

- Goods made in South Africa (from local raw materials).
- Only good that are made within the borders of SA can be claimed to be local content.
- Local Content (is mainly based on local manufacturing, there must be value addition to the product.
- LC is measured on the product which must be manufactured in South Africa at a specified minimum threshold (LC).
- LC percentage is determined based on the availability of input materials.
- Assembly of products is considered to have some level of local content.
- Example where 100 local content is required, no imports are allowed all materials including the production process must be local.
- If local content is less than 100 imported raw materials can be used without any Exemption.
- Key to protect local industry against imports, build industrial capacity, create jobs and contribute to the economic growth in South Africa.

### **Local Procurement**

- Goods and services purchased locally irrespective of where they were made or produced.
- It is based on geographical area, may be a region/district/province.
- Local procurement is based on the location of the business.
- Imported goods are considered.
- Using local resources to stimulate growth and development.
- Simply buying from a local supplier.

### **Imported Goods and Services**

"Imported goods and services" means, but is not limited to:

Goods and services directly imported into South Africa.

Goods which although stored in South Africa are produced and/or wholly manufactured outside the borders of South Africa and/or have a minimum of 50% (fifty percent) of production costs (including labour) incurred outside of South Africa and payable to foreign residents and/or foreign registered entities.

Goods that have been "substantially transformed" outside of South Africa. Substantially transformed refers to the irreversible incorporation of imported components in the goods, with the labour costs and profit content earned by foreign residents and/or foreign registered entities exceeding 50% (fifty percent) of the Contract Amount and/or the significant assembly and manufacture of the goods occurring outside of South Africa's borders; and/or

Services with at least 50% (fifty percent) of the labour cost incurred outside of South Africa's borders and/or with at least 50% (fifty percent) of the service fee payable to foreign residents and/or foreign registered entities, regardless of whether the service involves domestic capital goods or other domestic costs

### **Final Review**

Final Review means the review (to be conducted at the *completion* date of the whole of works by the *Project Manager*) of the *Contractor's* performance in respect of the *Contractor* SDL&I Obligations.

### **Skills Development**

This is the requirement that *tenderers* commit to train certain individuals in specified trades.

The requirement is that the targeted numbers of individuals are trained and complete practical tasks to achieve the outcome of passing a trade test and qualifying as an artisan, or the equivalent for any other required skill.

### **Contractor's SDL&I Commitments**

Means those commitments regarding local content, skills development, Job creation and procurement from EMEs and QSEs made by the *Contractor* in his tender submission and used by the *Employer* for the purposes of calculating the *Contractor's* SD&L score in the tender evaluation process.

### **Contractor's SDL&I Obligations**

Means those obligations of the *Contractor* regarding local content, skills development and procurement from QSEs and EMEs derived from *Contractor's* SDL&I Commitments and agreed between the *Contractor* and the Employer.

### **Certificate of Fulfilment**

Means the certificate issued by the *Employer* after the Final Review as evidence of the *Contractor's* successful fulfilment of the *Contractor* SDL&I Obligations.

### **SDL&I PROGRESS REPORTS**

The *Contractor* shall submit monthly SDL&I progress reports to the *Project Manager*. SDL&I progress reports shall be submitted by the 7th (seventh) day of the month following the months to which the report relates. Each report shall include:

#### **An executive summary.**

Charts and detailed descriptions of the progress in narrative format, including each stage of progress of the *Contractor* SDL&I Obligations, the meeting (or delay in the meeting) of anticipated dates and targets (as set out in the program) and any documents, statistics or other form of verification of the dates and targets to be provided in respect thereof.

Percentage progress and the actual or expected dates of commencement of any of the major stages making up the *Contractor* SDL&I Obligations.

Schedule of forecast and actual, together with a 3 (three) month look-ahead of major activities and events;



Comparisons of actual and planned progress in terms of the Implementation Program;

**Details of actual and planned resources.**

An Affidavit from the sub-Contractors stating the work that has been subcontracted to meet the *Contractor's* SDL&I obligations;

A schedule identifying all details of persons in the process of undergoing or who have successfully completed the Skills Transfer for the relevant period (including details of their personal information and certified copies of their test results and certificates received);

A risk register and assessment dealing with all areas of concern which may cause delays to the fulfilment of the SDL&I obligations and details of the corrective or other measures being adopted, or to be adopted to mitigate or overcome such delay; and such other matters and information (including schedules and charts) as the *Project Manager* may require to be included in the SDL&I progress report from time to time.

An electronic copy and two hard copies of each SDL&I progress report shall be submitted to the Project Manager.

**Additional Reports**

The *Project Manager* shall be entitled to request the *Contractor* to provide additional reports when in his opinion they are warranted to monitor the progress of the fulfilment of the *Contractor* SD&L obligations.

**The Final Review**

The parties' record that the purpose of the final review is for the *Project Manager* to determine whether the *Contractor* has fulfilled the *Contractor's* SDL&I obligations as at *completion date*.

The *Contractor* shall provide the *Project Manager* with the following documentation to be used by the *Project Manager* as a basis for the final review:

A consolidated SDL&I progress report recording all steps taken to meet the *Contractor's* SD&L obligations from the *starting date* to the *completion date* including all information and documentation referred to above;

All the SDL&I progress reports provided by the *Contractor* during the course of the contract and any other additional report, documentation or information that the *Project Manager* deems to be reasonably relevant to the conduct of the final review (to be provided by the *Contractor* at least 21 (twenty-one) business days prior to the final review). The *Project Manager* shall notify the *Contractor* of such request by way of written notice at least 30 (thirty) business days prior to the final review.

The *Employer* shall, in its reasonable discretion, conduct the final review by comparing those *Contractor's* SDL&I obligations actually fulfilled by the *Contractor* as at the time of the final review against with the *Contractor's* SDL&I obligations as a whole.

The *Project Manager* shall notify the *Contractor* of its findings on the final review by way of written notice within 30 (thirty) business days of the final review. The notice shall contain the *Project Manager's* reasons for its findings.

Should the final review reveal that the *Contractor* has not fulfilled and/or complied with any of the *Contractor's* SD&L obligations as at the *completion date*:

The *Contractor* shall be in breach of a material obligation under the contract and the *employer* shall be entitled to have immediate recourse to and make a claim against the whole of the retention as the penalty for the *Contractor's* breach of the *Contractor* SDL&I obligations.

Should the final review reveal that the *Contractor* has fulfilled and/or complied with all the *Contractor's* SDL&I obligations as at the *completion date*, the *employer* shall issue a certificate of fulfilment.

## SDL&I Penalty and Performance Security

As security for the fulfilment of all SDL&I obligations, Eskom will apply a retention of 2.5% of every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter; **or** failure to meet the SDL&I obligations in a contract. Upon fulfilment of the SDL&I obligations, *Employer* releases retained funds on a *pro-rated* basis informed by the performance evaluation assessment conducted by the SDL&I Compliance Team.

Skills Development:

Category	Eskom Target	Tenderer Proposal
Health and Safety Officer	1	
Artisans	2	

There is an SDL&I retention of 2.5%.

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

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 above

The *Contractor* shall keep accurate records and provide the *Project Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. Progress reporting on a template provided by the *Employer* is one monthly together with evidence of procurement spend for locally based procurement. The final report is submitted to the *Project Manager* on completion of the project.

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.

## 4.2 Subcontracting

### 4.2.1 Preferred subcontractors

The contractor will be required to appoint the original consulting team who prepared the rehabilitation plan for professional advice and monitoring during the implementation phase. Advice provided is for use by both the Employer and Contractor.

### 4.2.2 Subcontract documentation, and assessment of subcontract tenders

- It is recommended that the *Contractor* makes use of the NEC contracting system to ensure a contracting standard throughout.
- The *Employer* must approve all *sub-contractors* and suppliers that the *Contractor* employs for this contract. Lists to be submitted for approval.

### 4.2.3 Limitations on subcontracting

*Contractor* may not subcontract more than 25% of the total prices of the works. Selection of *subcontractors* should be targeted to local communities to site and should as possible, be aligned to SDL&I and Asgisa objectives as stated above.

#### **4.2.4 Attendance on subcontractors**

Contract rates applies to all measured work and services in the Bill of Quantities.

### **4.3 Plant and Materials**

#### **4.3.1 Quality**

- SANS 1200 and all the applicable environmental management standards as prescribed by the Consulting team should be observed and complied with.
- Eskom Quality Management Specification will apply

#### **4.3.2 Plant & Materials provided “free issue” by the *Employer***

No Plant or Materials are provided “free issue” to the *Contractor* for this Wetland Rehabilitation Contract. All plant and Materials are to be provided by the *Contractor*.

#### **4.3.3 *Contractor's* procurement of Plant and Materials**

Not applicable

#### **4.3.4 Spares and consumables**

Not applicable

### **4.4 Tests and inspections before delivery**

Not applicable

### **4.5 Marking Plant and Materials outside the Working Areas**

Not applicable

### **4.6 *Contractor's* Equipment (including temporary works).**

Not applicable

### **4.7 Cataloguing requirements by the *Contractor***

Not applicable

## **5 Construction**

### **5.1 Temporary works, Site services & construction constraints**

#### **5.1.1 *Employer's* Site entry and security control, permits, and Site regulations**

- The *Contractor* will be required to monitor and control access to the site
- The *Contractor* must appoint an accredited PSIRA security subcontractor to control access to site and for protection of own equipment and personnel. Services will e provided according to the Employer standard scope of services, PDP-SOW-GRO-01 to be provided on request.
- An entry register must be kept daily of all vehicles and personnel that enter the site

#### **5.1.2 Restrictions to access on Site, roads, walkways and barricades**

- Relevant traffic signs shall be displayed.
- *Contractor* will be allocated an area for site establishment and nursery establishment. These areas should be secured with a fence
- *Contractor* shall be responsible to maintain the allocated site access road on the Eskom property.

- *Contractor* must submit a concept/proposed site layout area for acceptance by the *Project Manager*. The site establishment must provide among others, for offices accommodation, ablutions, stores, parking area and staff eating area.

#### **5.1.3 People restrictions on Site; hours of work, conduct and records**

The standard hours of work should as far as possible be limited between 07:00 and 17:00 (Monday to Friday) with occasional overtime where necessary. Saturday hours of work should as far as possible be limited between 07:00 and 13:00 with occasional overtime where necessary. Where the EMPR specifies otherwise, such prescriptions shall take precedence. *Contractor* must keep records of working hours for all employees and should work within the prescripts of labour legislation. These restrictions are applicable to *subcontract* labour as well.

#### **5.1.4 Health and safety facilities on Site**

The Health and Safety Specification which provides for specifications, rules, regulations and guidance should be consulted.

#### **5.1.5 Environmental controls, fauna & flora, dealing with objects of historical interest**

The EMPR and Environmental Authorisation provide for specifications, rules, regulations and guidance should be consulted.

#### **5.1.6 Title to materials from demolition and excavation**

Title for materials from excavations except for cables and steel resides with the *Contractor*.

#### **5.1.7 Cooperating with and obtaining acceptance of Others**

The scope of work for this project is not integrated with the *works* provided by others, but should it be necessary that integration is required, the *Contractor* is expected to take the necessary steps to cooperate with them. *Contractor* should at all times cooperate with the authorities.

#### **5.1.8 Publicity and progress photographs**

No photographs of any existing buildings or infrastructure shall be taken without the express permission by the Eskom *Site Supervisor*.

#### **5.1.9 *Contractor's* Equipment**

*Contractor* must keep record of "heavy plant and machinery" and must inform the Eskom *Site Supervisor* prior to their removal from site.

#### **5.1.10 Equipment provided by the *Employer***

Not applicable

#### **5.1.11 Site services and facilities**

*Contractor* is expected to provide own cables and water pipes to connect to existing services on site. The Eskom *Site Supervisor* will indicate such connection points to the *Contractor*. The water provided on site is from the borehole and is not suitable for human consumption. It can only be utilised for the ablution block

and for watering the plants. It may also be utilised for construction provided that express approval is obtained from the *Project Manager* in consultation with the consulting professional team. *Contractor* must install own sewage tank (septic tank) and to source own disposal services in compliance with the EMPR requirements. *Contractor* will be responsible for provision of potable water to own employees and *Employer* representatives on site.

#### **5.1.12 Facilities provided by the *Contractor***

- In all instances, *Contractor* provides own construction and potable water and remains responsible for safe disposal of wastewater

#### **5.1.13 Existing premises, inspection of adjoining properties and checking work of Others**

Not applicable

#### **5.1.14 Survey control and setting out of the *works***

Not available. On-site instructions are to be provided by the Landscaping Architect where to position earth swales, dispersion stone pitching etc.

#### **5.1.15 Excavations and associated water control**

Deep excavations are not applicable

#### **5.1.16 Underground services, other existing services, cable and pipe trenches and covers**

The area where the *works* are to be executed is free from underground services. However, possible underground services could be a power cable running from the borehole across the working area and similarly the associated water pipe. These services will be pointed out to the contractor before excavation works are commenced with. The Contractor carries a duty of care to work around these underground services or any other existing infrastructure and is responsible at own cost for re-instatement of damaged services.

#### **5.1.17 Control of noise, dust, water and waste**

The normal EMPR directives and environmental control measures will be applicable.

#### **5.1.18 Sequences of construction or installation**

The works are primarily to be constructed within seasonal constraints and any deviation from the Wetland Rehabilitation Plan can only be allowed on advice by the environmental consulting team. However, the Contractor carries the risk and liability for the outcomes of such deviations.

#### **5.1.19 Giving notice of work to be covered up**

The decisions for opening up/and or covering up of the works should be informed by risk assessment and associated mitigations. Contractor is responsible for protection of the *works*.

#### **5.1.20 Hook ups to existing works**

Hook ups to existing works should only be done after submission of a method statement to the Eskom Site Supervisor and acceptance/approval thereof.

## 5.2 Completion, testing, commissioning, and correction of Defects

### 5.2.1 Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

	Item of work	To be completed by
	As built drawings of the earth swales	Within 30 days after Completion

### 5.2.2 Use of the *works* before Completion has been certified

Clause 35.2 in ECC3 provides that the *Employer* may use any part of the *works* before Completion has been certified but if he does so he takes over the part of the *works* except if the use is for a reason stated in the Works Information. The reason for such usage is to prevent environmental pollution, for example, after fixing the leaking oil dam, constructing a chemical spillage tank etc. these installations will be taken over before the whole of the works are completed and handed over.

### 5.2.3 Materials facilities and samples for tests and inspections

Not applicable

### 5.2.4 Commissioning

Not applicable

### 5.2.5 Start-up procedures required to put the *works* into operation

Not applicable

### 5.2.6 Take over procedures

Not applicable

### 5.2.7 Access given by the *Employer* for correction of Defects

Clause 43.4 requires that the *Project Manager* arranges for the *Employer* to allow the *Contractor* access to and use of a part of the *works* which has been taken over if needed to correct a Defect. After the *works* have been put into operation, the *Employer* may require the *Contractor* to undertake certain procedures before such access can be granted. The general conditions would be safety risk assessments and method statements before access for defects correction is granted.

### 5.2.8 Performance tests after Completion

Not applicable

#### **5.2.9 Training and technology transfer**

Not applicable. However, there is a need for orientation of the Employer staff on hand over.

#### **5.2.10 Operational maintenance after Completion**

Not applicable.

## **6 Plant and Materials standards and workmanship**

SANS 1200 standards are applicable where appropriate.

### **6.1 Investigation, survey and Site clearance**

Not applicable

### **6.2 Building works**

Not applicable

### **6.3 Civil engineering and structural works**

SANS 1200 applies

### **6.4 Electrical & mechanical engineering works**

Not applicable

### **6.5 Process control and IT works**

Not applicable



## 7 List of drawings

### 7.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title
004	A	Wetland & Side Slope Rehabilitation Layout (Western & Eastern Areas)
005	A	Wetland & Side Slope Rehabilitation Sections (Western & Eastern Areas)
006	A	Wetland Erosion Mitigation Earthworks Layout & Sections (Western & Eastern Areas)
Map01		Rehab Areas
Map01		Rehab Areas No Labels No Theme
Map01		Rehab Areas No Labels No Theme
Map02		Wetness Index
Map02		Wetness Index with aerial image

**C3.2 *CONTRACTOR'S* WORKS INFORMATION**

Not applicable