Eskom

NEC3 Engineering and Construction

# Short Contract (ECSC3)

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

**and**

**for** **Lethabo Power Station Canteen Extraction Hood Replacement Scope of Work**

**Contents:** Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments)


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**Documentation prepared by:**

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of:

**Lethabo Power Station Canteen Extraction Hood Replacement**
The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

| | |
|---|---|
| The offered total of the Prices exclusive of VAT is | **R[** |
| Value Added Tax @ 15% is | **R[●]** |
| The offered total of the Prices inclusive of VAT is | **R[●]** |
| (in words) **[●]** | |

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s) .....

Name(s) .....

Capacity .....

**For the tenderer:** .....
*(Insert name and address of organisation)*

.....

Name & signature of witness .....

Date .....

Tenderer's CIDB registration number: .....

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Employer and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s) .....

Name(s) .....

Capacity .....

**for the Employer** .....
*(Insert name and address of organisation)*

.....

Name & signature of witness .....

Date .....

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____ '

## Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

| No. | Subject | Details |
|---|---|---|
| 1 | **[●]** | **[●]** |
| 2 | **[●]** | **[●]** |
| 3 | **[●]** | **[●]** |
| 4 | **[●]** | **[●]** |
| 5 | **[●]** | **[●]** |
| 6 | **[●]** | **[●]** |
| 7 | **[●]** | **[●]** |
| | | |

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

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

| | **For the tenderer:** | **For the Employer** |
|---|---|---|
| Signature | ..... | ..... |
| Name | ..... | ..... |
| Capacity | ..... | ..... |
| On behalf of | ..... *(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 *Employer* is (Name): | **Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa** |
| | Address | **Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg** |
| 10.1 & 14.4 | The *Employer*'s representative to whom the *Employer* in terms of clause 14.4 delegates his actions[1] is (Name): | **[●]** |
| | Address | **[●]** |
| | Tel No. | **[●]** |
| | Fax No. | **[●]** |
| | E-mail address | **[●]** |
| 11.2(11) | The *works* are | **Lethabo Power Station Canteen Extraction Hood Replacement** |
| 11.2(13) | The Works Information is in | **the document called 'Works Information' in Part 3 of this contract.** |
| 11.2(12) | The Site Information is in | **the document called 'Site Information' in Part 4 of this contract.** |
| 11.2(12) | The *site* is | **Lethabo Power Station** |
| 30.1 | The *starting date* is. | **TBA** |
| 11.2(2) | The *completion date* is. | **TBA** |
| 13.2 | The *period for reply* is | **Three (3) working days** |
| 40 | The *defects date* is | **One (1) week after Completion** |
| 41.3 | The *defect correction period* is | **One (1) week after Purchaser`s notification of defects** |
| 50.1 | The *assessment day* is the | **After completion of the works** |
| 50.5 | The *delay damages* are | **2% per day up to a maximum of 10% per purchase order.** |
| 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% per week of delay**<br>**[Insert a rate only if a rate less than 0.5% per week of delay has been agreed]** |
| 80.1 | The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer*'s property in excess of | **the amount of the deductibles relevant to the event** |
| | Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? | **No** |
| 93.1 | The *Adjudicator* is | **the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).** |
| | Address | **[●]** |
| | Tel No. | **[●]** |
| | Fax No. | **[●]** |
| | e-mail | **[●]** |
| 93.2(2) | The *Adjudicator nominating body* is: | **the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za ) or its successor body** |
| 93.4 | The *tribunal* is: | **arbitration.** |
| | The *arbitration procedure* is | **the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.** |
| | The place where arbitration is to be held is | **[Johannesburg,] South Africa** |
| | The person or organisation who will choose an arbitrator<br>- if the Parties cannot agree a choice or<br>- if the arbitration procedure does not state who selects an arbitrator, is | **the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.** |

**The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (April 2013)[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

[2] If June 2005 Edition applies, delete April 2013 and insert June 2005
[3] State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

without the written consent of the *Employer.*

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

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

Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.

Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Works.

Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

**Z3 Confidentiality**

Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z3.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

**Z4 Waiver and estoppel: Add to clause 12.2:**

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

**Z5 Health, safety and the environment**

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

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

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

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

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

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

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

**Z7 Notifying compensation events**

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

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

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

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

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

## Z10 Addition to Clause 50.5

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

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

## Z11 Ethics

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

**Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subconsultants or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

**Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

**Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

**Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

**Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

**Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

**Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

**Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor*'s obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor*'s obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

## Z12 Insurance

### Z _12.1 Replace core clause 82 with the following:

**Insurance cover** 82

82.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

82.2 The *Contractor* provides the insurances stated in the Insurance Table A, from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

| Insurance against | Minimum amount of cover or minimum limit of indemnity | Cover provided until |
|---|---|---|
| Loss of or damage to the *works* | The replacement cost where not covered by the *Employer*'s insurance<br><br>The *Employer*'s policy deductible as at contract date, where covered by the *Employer*'s insurance | The *Employer*'s certificate of Completion has been issued |
| Loss of or damage to Equipment, Plant and Materials | The replacement cost where not covered by the *Employer*'s insurance<br><br>The *Employer*'s policy deductible as at contract date, where covered by the *Employer*'s insurance | The Defects Certificate has been issued |
| The *Contractor*'s liability for loss of or damage to property (except the *works*, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Works | Loss of or damage to property<br>*Employer*'s property<br>The replacement cost where not covered by the *Employer*'s insurance<br><br>The *Employer*'s policy deductible as at contract date where covered by the *Employer*'s insurance | |

| | | |
|---|---|---|
| | Other property<br>The replacement cost<br><br>**Bodily injury to or death of a person**<br>The amount required by the applicable law | |
| Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract | The amount required by the applicable law | |

82.3 The *Employer* provides the insurances as stated in the Insurance Table B

**INSURANCE TABLE B**

| **Insurance against or name of policy** | **Minimum amount of cover or minir of indemnity** |
|---|---|
| Assets All Risk | Per the insurance policy document |
| Contract Works insurance | Per the insurance policy document |
| Environmental Liability | Per the insurance policy document |
| General and Public Liability | Per the insurance policy document |
| Transportation (Marine) | Per the insurance policy document |
| Motor Fleet and Mobile Plant | Per the insurance policy document |
| Terrorism | Per the insurance policy document |
| Cyber Liability | Per the insurance policy document |
| Nuclear Material Damage and Business Interruption | Per the insurance policy document |
| Nuclear Material Damage Terrorism | Per the insurance policy document |

**Z13 Nuclear Liability**

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the

aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## Z14 Asbestos

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

**AAIA** means approved asbestos inspection authority.

**ACM** means asbestos containing materials.

**AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

**Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

**Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

**OEL** means occupational exposure limit.

**Parallel Measurements** means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

**Safe Levels** means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

**Standard** means the *Employer*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

**SANAS** means the South African National Accreditation System.

**TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance

with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

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

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN)[4] in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 31 of the ECSC3 April 2013 Guidance Notes.

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

| | | |
|---|---|---|
| 10.1 | The *Contractor* is (Name): | **[●]** |
| | 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<br>[Enter the total of the Prices from the Price List]: | **R[●]**<br>**excluding VAT**<br>**[in words]**<br>**[●]**<br>**excluding VAT** |

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

# C2 Pricing Data

## C2.1 Pricing assumptions

**Note:** The Contract is to fully develop their own pricing list over and above the guide below

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:

**Note:** The Contract is to fully develop their own pricing list over and above the guide below

| Item | Description/Functional Area | Unit | Quantity | Rate | Total |
|---|---|---|---|---|---|
| **1** | **PRELIMINARIES AND GENERAL** | | | | |
| 1.1 | Preliminaries and general | Sum | | | |
| **2** | **MECHANICAL AND ELECTRICAL SCOPE** | | | | |
| 2.1 | Take out and remove existing extraction hood and safely cart away in accordance to 32-245 Eskom Management standard | EA | 2 | | |
| 2.2 | Design, supply, and install 6700 x 3000 x 600 stainless steel island mount 400 slope sided canopy, complete with all accessories, ducting, extractor fans, light fittings and fresh air system | EA | 1 | | |
| 2.3 | Design, supply, and install 4600 x 2200 x600 stainless steel island mount 400 slope sided canopy, complete with all accessories, ducting, extractor fans, light fittings and fresh air system | EA | 1 | | |
| 2.4 | Testing and commissioning | Item | 1 | | |
| 2.5 | Issuing COC | Item | 1 | | |
| 2.6 | As built drawings, O&M manuals, and training manual for the installation | Item | 1 | | |
| 2.7 | Training of maintenance and engineering personnel on the operation of the new system | Item | 1 | | |
| 2.8 | Ancillary electrical work associated with canopy installation only | Item | 1 | | |
| | **TOTAL COSTS EXCL.VAT** | | | | |

**Note:** The Contract is to fully develop their own pricing list over and above the guide below

# C: Scope of Work

## C.1 Works Information

### 1. INTRODUCTION

Lethabo Power Station, a coal-fired power plant situated in the Northern Free State, consists of six generating units, each with a capacity of 618 MW. The canteen is a standalone structure that caters to all of Lethabo Power Station catering requirements.

It is mandatory for canteens to conduct maintenance of canopies every six month, and this has been successfully carried out for the past three years. However, due to the age of the current canteen canopies, which are substandard the cost of maintaining and repairing them have increased and has become unsustainable.

During a visual inspection of the canteen, it was found that the hood in the main kitchen is severely corroded and has become detached from the Asbestos ceiling. The hood is in the process of sagging which poses a safety risk to personnel in the area. The hood is currently supported by temporary supports to prevent the hood from falling. It will therefore be required to be replaced with all auxiliary work as well.

This document provides the scope of works for the safe removal and disposal of ACM in the ceiling of the canteen building. Furthermore, the scope includes the installation of the new ceiling boards. The hood is currently supported by temporary supports to prevent the hood from falling. It will therefore be required to be replaced with all auxiliary work as well as the electrical works.

Lethabo Power Station has various structures that have been constructed using asbestos and/or asbestos containing material (ACM). In terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Asbestos Regulations (Asbestos Abatement Regulations 2020, published under Government Notice R1196 in GG 43893 of 10 November 2020) these structures must be demolished and all asbestos containing material must be safely disposed of.

## 1. Description of the *works*

### 1.1 SCOPE

The scope for the project is broken down in the following:

**Mechanical Scope**
The mechanical scope includes, but not limited to:
- To safely remove the existing two extraction hoods,
- Design, supply, and install two new extraction hoods, complete with fresh air provision.
- Install all the required accessories for the extraction hoods, and
- To test and commission the new extraction hoods and issue relevant certificates if applicable.
- Provide as built drawings, O&M manuals, Training manual for the new installation.
- Train maintenance and engineering personnel on the operation of the new system

The engineering, quality control, inspections, plant and material selection, preparation of installation drawings, testing, balancing, commissioning and preparation of operating and maintenance manuals, are to be managed and executed by the Contactor in a systematic manner as follows:
- Detailed Design
- Plant and material selection;
- Installation drawings;
- Plant installation;
- Testing, balancing and commissioning Documentation;
- Quality control
- Operating Instruction and Maintenance Manuals; and
- Inspection Record Cards/Checklists and final hand-over

The installation shall comply to SANS 1850, latest edition. The *Contractor* shall submit the designs to the Employer for acceptance prior to installation.

**2. Civil Scope**

The civil scope is broken up into 2 phases:
Phase 1:
▪ Safe removal and disposal of ACM within the canteen building.
▪ Provide all necessary equipment, including safety equipment, tools and materials required for the works.
▪ Ensure that the building is not damaged during the execution of the project.

Phase 2:
▪ Installation of the new ceiling boards within the canteen building.
▪ Installation of new roof flashing to prevent leaks if required.
▪ Verification of the existing drainage for the building (i.e. gutters and downpipes).
▪ Procurement of all materials required to complete the installation of the new hood, ceiling and flashing.

**2.1.3 Electrical Scope**
The electrical scope includes, but is not limited to:
**Disconnections & Decommissioning**
- Disconnecting electrical supplies to the canteen hood and extraction equipment.
- Disconnecting and removal of all plugs.
- Disconnection of ovens, fryers, and associated cooking equipment.
- Sealing of unused or redundant cable entry points.

**Verification & Design**
- Verification of load requirements for all new equipment.
- Upgrading existing DB space where required (e.g., MCB resizing, addition of circuits).
- Design and layout of lighting to suit the new hood and kitchen layout.
- Verification of lighting lux levels as per lighting design and applicable standards.
- Addition of new fresh air supply system.

**Installation**
Control and interlock wiring, including Interlocks between canteen hood and cooking equipment.
Emergency stop rewiring.

Installation of new racking, conduit, and cabling to support the new equipment layout and new cabling.
Installation of lighting fixtures and associated control gear.
Earthing and bonding of all equipment as per SANS 10142.

**Testing & Commissioning**
- Insulation resistance tests.
- Earth continuity tests.
- Polarity checks.
- Load balance checks.
- Verification of all safety interlocks.

Fan motor testing, including: Verification and setting of overload relays.
Testing of motor start/stop controls.
Checking motor running current against nameplate values.
Verification of correct fan rotation direction.

Issuance of Certificate of Compliance (CoC) for the electrical installation.

**Documentation**

- As-built drawings, including updated cable routes, DB schedules, equipment lists, and interlock diagrams.
- Cable schedule, indicating cable sizes, types, routes, and termination points

**Mechanical Works**

- The *Contractor* shall supply all labour, materials, tools, equipment, and supervision necessary to complete the works as specified below.

- The extraction hoods are to be purchased and installed according to the quotation of the equipment found in Appendix A.

- The existing installation is to be removed by the *Contractor* prior to installation.
- The current extraction hood is to be removed and safely discarded according to 32-245 Eskom Waste Management Standard [9].
- The HVAC/ Fresh Air System is to be part of the supply and installation according to the following standards:
- 240-70164623: Eskom Heating Ventilation and Air Conditioning (HVAC) Design Guideline[18],
- 240-102547991 General Technical Specification for HVAC Systems Standard[19],
- SANS 18501: The design and manufacture of commercial kitchen extraction/ventilation systems[20],
- SANS 1238: Air-conditioning ductwork[21],
- SANS 10173: The installation, testing and balancing of air-conditioning ductwork[22].

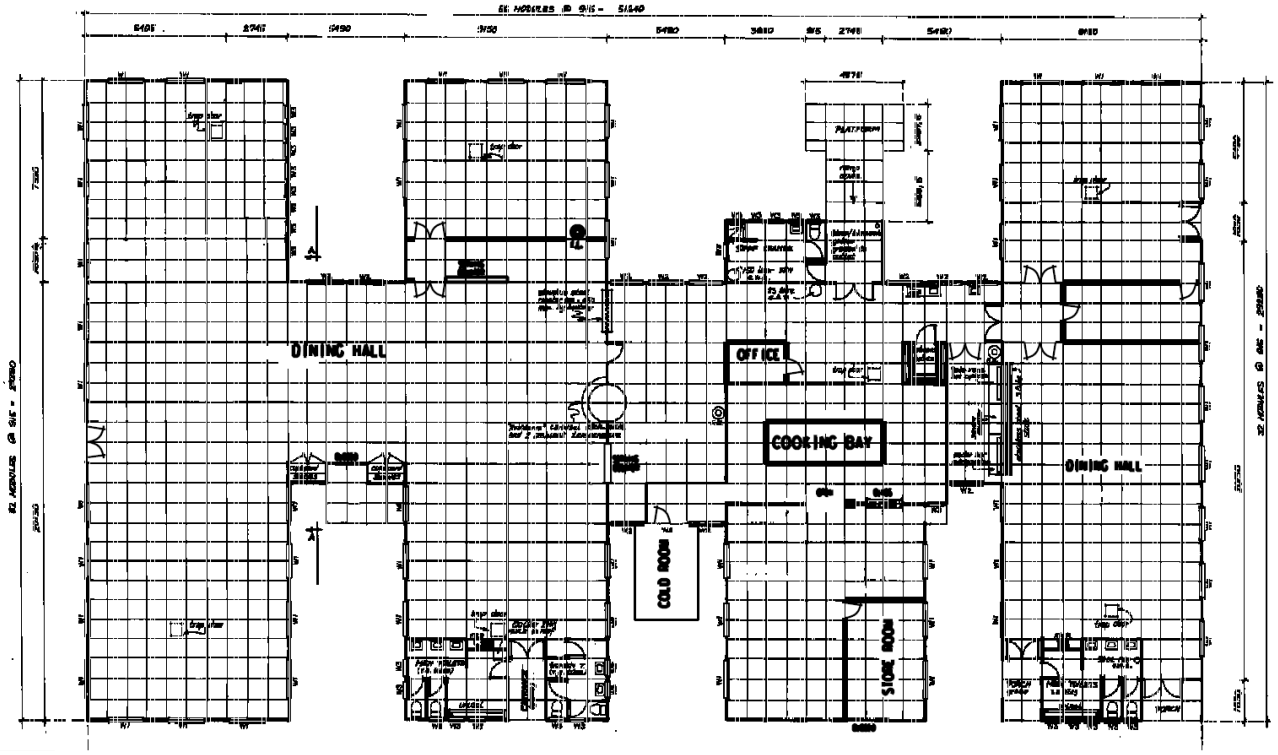


**Figure 1: Overview layout of the Canteen**

**Electrical Works**

This Scope of Work defines the electrical activities required for the replacement of the canteen hood and associated kitchen equipment. The Contractor shall supply all labour, materials, tools, equipment, and supervision necessary to complete the works as specified below.

**General Requirements**

- Perform all work in accordance with SANS 10142, OEM installation requirements, and site-specific electrical safety procedures.
- Ensure all electrical installations are completed to a standard suitable for the issuance of a Certificate of Compliance (CoC).
- All equipment and materials supplied shall be new and appropriately rated for the environment.
- All cabling shall comply with 240-56227443: Requirements for Control and Power Cables for Power stations Standard [17].

**The Contractor shall refer to the circuit layouts in Figure 3 below.**

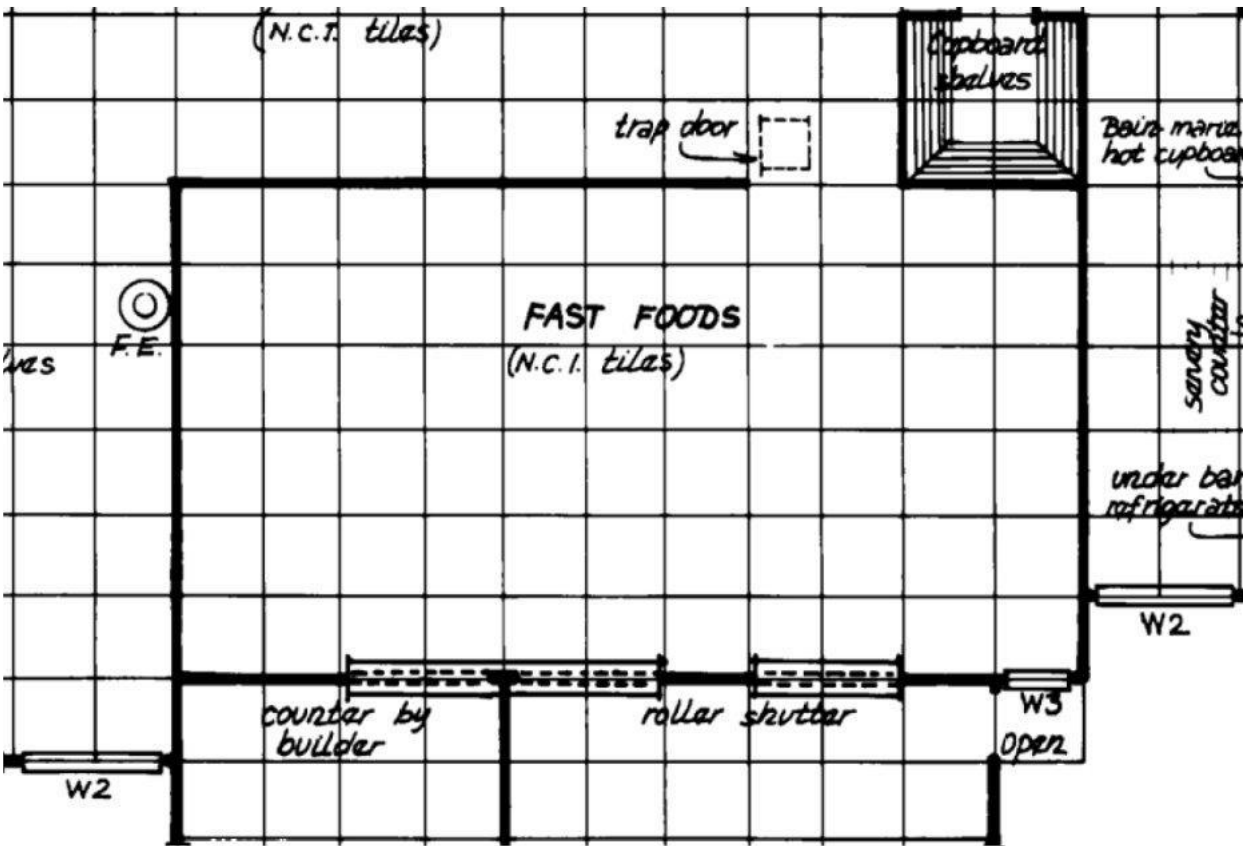


Figure 2: Overview of current hood

## 1. Drawings

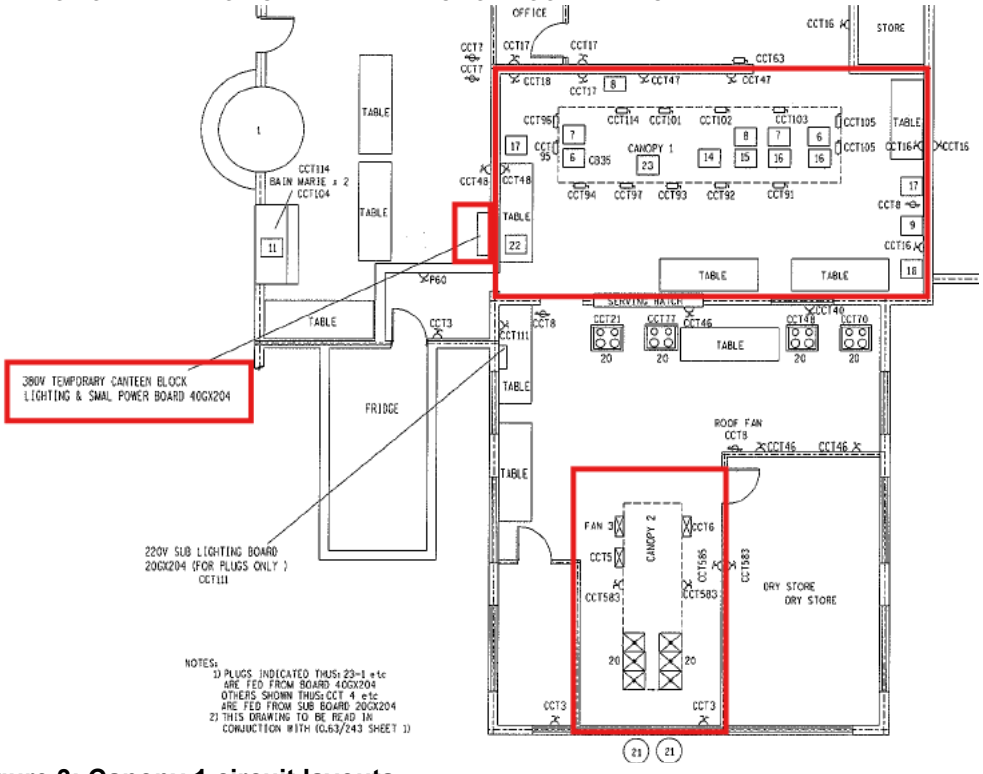


**Figure 3: Canopy 1 circuit layouts**

### Disconnection and Decommissioning Works

The Contractor shall:

- Disconnect electrical supplies to the existing canteen hood and extraction equipment.
- Disconnect and remove all plugs, socket outlets, and associated wiring within the affected area.
- Disconnect ovens, fryers, and all associated cooking equipment.
- Remove or cut back redundant cabling and seal all unused cable entry points to maintain electrical enclosure integrity and hygiene compliance.

### Verification and Design Activities

The Contractor shall:

- Verify electrical load requirements for all new equipment and confirm suitability of existing circuits.
- Assess and upgrade existing distribution board (DB) space where required, including MCB resizing or installation of new circuits.
- Design of all safety interlocks between hood, extraction system, and cooking equipment.
- Design the lighting layout required for the new kitchen/hood arrangement.
- Verify lighting levels (lux) in accordance with the approved lighting design and applicable standards.
- Design of fresh air supply system supplies.

### Installation Works

The Contractor shall:

- Install new cable racking, trays, conduits, and associated supports to accommodate the revised equipment layout.
- Install new cables for equipment, controls, lighting, and interlocks as required.
- Install lighting fixtures and associated control gear as per the approved lighting design.

Perform control and interlock wiring, including: Interlocks between the canteen hood extraction system and cooking equipment.

Emergency stop rewiring to ensure compliance with safety requirements.

Install earthing and bonding for all equipment, ensuring compliance with SANS 10142[16] and OEM requirements.

**Testing and Commissioning**

The Contractor shall perform and document the following tests and commissioning activities:
- Insulation resistance testing.
- Earth continuity testing.
- Polarity verification.
- Load balance checks on relevant distribution board.
- Verification of all safety interlocks between hood, extraction system, and cooking equipment.
  Fan motor testing, including: Verification and correct setting of overload relays.
  Testing of motor start/stop controls.
  Checking motor running current against motor nameplate data.
  Verification of correct fan rotation direction.

Complete all tests required for issuing a valid Certificate of Compliance (CoC).

**Documentation Requirements**

The *Contractor* shall provide the following documentation upon completion:
- As-built drawings showing cable routes, DB schedules, equipment positions, and interlock diagrams.
- Cable schedule detailing AKZ, cable sizes, types and termination points.
- Completed test sheets and commissioning reports.
- Certificate of Compliance (CoC) for the electrical installation.

**Civil Works**

**Contractor's Design**
**Phase 1**

**Demolition Activities**

1. The Contractor is required to safely strip, remove and dispose of all ACM materials (e.g. ceiling boards) for the Canteen building. This activity also includes other construction materials that may arise from the works.
2. The Contractor quantifies the limitations and risks in the form of a detailed risk assessment, which is reviewed and accepted by the Project Manager prior to commencing with the stripping and removal of asbestos and ACM.
3. The Contractor is responsible in ensuring that the structural integrity and stability of the timber roof trusses and steel supports are not compromised during removal of the hob. If required, additional temporary supports may need to be designed and installed to support any fixtures.
4. The Contractor takes reasonable care to prevent any damage to the surrounding infrastructure (e.g. roof trusses, fire detection system, small power lighting, etc.) during demolition. The Contractor therefore plans the works considering any existing infrastructure and equipment.
5. During the stripping and removal of the fibre cement ceiling boards, the Contractor takes reasonable care not to damage the small power lighting system, including the electrical cables and conduits.
6. The Contractor is required to strip and remove the insulating form/material installed above the ceiling boards if any.
7. Any damages to existing infrastructure and services resulting from the works is repaired/ made good by the Contractor at his own expense. This is subject to the Contractor supplying a method statement for the repair works to the Project Manager for review and acceptance prior to conducting the repair works.
8. The Contractor develops a demolition and dismantling method statement complete with drawings (if required) that clearly indicate the various demolition phases. Full details of the demolition procedures and methods (including calculations) are to be provided to the Project Manager for review and acceptance prior to any demolition activities.
9. Within the demolition and dismantling method statement, the Contractor accounts for the general operations of the building and the safety of occupancy utilizing the building. Sections of the building will be isolated to facilitate the dismantling and installation process.
10. The Contractor may be required to remove architectural features and/or fixtures on the roof (i.e., light fittings, roof flushing's etc.) to facilitate the removal of the hood and ceiling. In such a case, the Contractor submits a list of existing features/components that require removal in the method statement/methodology for the Project Manager's acceptance. The Contractor is responsible for the removal, preservation and re-installation of the identified fixtures/components.

**Phase 2**

The Canteen Building scope entails removal and replacing of the existing material with new materials for the roof and ceiling system. Below are material properties and descriptions for the existing and replacement materials.

| Table 1: Material Properties for Existing Roofing and New Roofing Existing Material | New Material |
|---|---|
| Ceiling | |
| 6mm fibre cement ceilings | 9mm x 1200 x 600 dropped Fissured ceiling panels, foil back, Gypsum Core + Vinyl Face. Fire Classification: Class B/B1/2, R-Value: 0.045m² K/W |
| Metal H-cover Strips | Strap hangers @ 1200 c/c, main tees strips at 1200 spacing c/c and cross tees at 600 c/c. |
| 55 mm FC Covered Cornice | Cove Cornice 75mm |
| 225 x 10 fibre cement fascias | 225 x 10 facia boards, 275 x 80 barge boards |

**Ceiling Board**

1. The *Contractor* is responsible for the procurement and installation of the ceiling boards for the Canteen building.
2. All material datasheets are to be submitted to the *Project Manager* for review and acceptance prior to being installed on the project.

**CONSTRUCTION**

**Mechanical Works**

The *Contractor* is to remove and install the two extraction hoods in the current locations, See Figure 1 and Figure 2 for locations.

**General**

1. All scaffolding requirements is to be carried out by the current Lethabo Power Station Scaffolding contract with ElectroHeat.
2. The *Contractor* is responsible for the safe removal of all asbestos and ACM's and the subsequent safe transport, storage and disposal thereof.
3. The *Contractor* takes full professional accountability and liability for the permanent and temporary *works* as described in the scope of works.
4. The *Contractor* adheres to all requirements, codes of standards and regulations stated in this scope of works.
5. Any discrepancy or ambiguity between the *Employer's* Specifications or requirements is to be immediately brought to the attention of the *Project Manager* for clarification.

1. Where the *Contractor* requires additional information on the *works*, the *Contractor* notifies the *Project Manager* of the *Contractor's* requirements a minimum of one (1) week before continuing with the works.
2. All documentation, as specified in this Scope of *Works*, forms part of the *works* and is supplied to the *Project Manager* by the *Contractor*. The *Employer* reserves the right to issue the *Contractor's* design or drawings to other *Contractors* for purposes of maintenance, spares, verifications, modifications in future or any other purposes required by the *Employer*. The *Employer* has total rights to use the design as the *Employer* requires. The *Contractor* notes that all drawings and other documentation supplied to the *Employer* become the property of the *Employer* upon completion of the *works*.
3. The *Contractor* quantifies the limitations and risks into a detailed risk assessment before commencing with the *works*.
4. The *Contractor* develops a detailed demolition and asbestos removal method statement that clearly indicates the activities involved in the demolition and removal of asbestos from the indicated buildings. Full details of the demolition procedures and methods are provided to the *Project Manager* for review and acceptance. Refer to Method Statement4.3.2 for method statement requirements.

5. All asbestos material will after the completion of the stripping/demolition, as soon as reasonably practicable, be removed from site in double bagging, to the temporary transit site, where it will be kept in an enclosed container under lock and key until it is transported to the approved landfill site.
6. The *Contractor* disposes of all rubble at a waste disposal site to be approved by the *Project Manager*. The waste disposal site is selected to suit the classification of the materials to be disposed of. Certificates of disposal are required to be submitted to the *Project Manager*. For all scrap metal, cables and material the *Contractor* submits with the tender the price per tonne for disposal of such material.
7. No drainage system to be used as the asbestos will be sprayed and captured with an approved binding liquid for dust suppression, as long as it is administered in a controlled manner with no excess runoff of the liquid. The floor area, if necessary, will be covered with 250-micron plastic sheeting as well as any platforms or areas where asbestos material debris may fall through to the ground.
8. All contaminated materials used to cover exposed surface areas, i.e. 250 micron plastic sheeting, shall be carefully folded in a manner to prevent spillage of its' content and placed into black 250 micron bags, sealed off with cable ties, and then double bagged with the 250 micron asbestos bags (yellow bags with an asbestos warning sign on it) and sealed off again with cable ties
9. The *Contractor* takes reasonable care to prevent any damage to the surrounding infrastructure during demolition. Any such damage resulting from the works will be repaired or replaced by the *Contractor* at his own cost.
10. Submits a project specific safety file to the *Project Manager* for comments / acceptance.
11. Submits a detailed level 3 schedule for the *works* to the *Project Manager* for acceptance after contract award.

12 Continuously monitors the conditions within the working and surrounding areas for any hazardous substances or situations, and in such case, the *Contractor* is required to take necessary precautionary measures
13 Adhere to the South African Environment Protection Act, the waste management code of practice and the South African Occupational Health and Safety Act No. 85 of 1993, the regulations promulgated thereunder and Eskom Safety, Health, Environment and Quality (SHEQ) Policy 32-727 and Waste Management Procedure, as well as the National Building Regulations and SANS 10400 for all works.
14 Manages access to the working areas and the Site.
15 Manages activities on Site to ensure that no interference takes place between the *works* and that of others.
16 Liaise with the *Project Manager* regarding utilities and telephone facilities required for his site establishment.
17 Liaises with the *Project Manager* regarding the location of waste disposal sites and rubbish dumps.
18 The *Contractor* is responsible for the design, erection, maintenance and removal of all temporary works required for the execution of the works. The *Contractor* takes full professional accountability and liability for all temporary items required for the execution of the works. In addition to the aforementioned, the *Contractor* adheres to the following:
19 The *Contractor* is restricted to the designated working areas
20 The *Contractor* is not to enter any other areas and ensures that his employees abide by the applicable regulations
21 The *Contractor* performs all hoisting and lifting by qualified riggers
22 The *Contractor's* Equipment does not impair the operation or access to the plant/building
23 The *Contractor* provides any temporary or expendable materials required for the storage of materials
24 The *Contractor* safeguards and secures all items whilst in the *Contractor's* custody and control, until completion of the works.
    a. Plant and equipment not forming part of the *works* are not to be modified without written permission from the *Project Manager*. Modification in this sense includes, but is not limited to the following: Welding onto existing plant,
    b. Drilling into structural steel or concrete,
    c. Cutting or removing
    d. Loading adjacent structures.

**OTHER REQUIREMENTS**

**Plant and Material Supply**

1. The *Contractor* provides all tools and equipment for the handling of material and the proper execution of the *works*.
2. The *Contractor* takes reasonable care to ensure that equipment used does not cause damage to any existing infrastructure. In the event that such damages do occur to the surrounding infrastructures, the *Contractor* is responsible for repairing such damages and is liable for all costs associated with the repairs.
3. The *Contractor* is to supply, deliver, offload and temporarily store (as may be required) all materials needed to carry out the works.

**Method Statement**

1 The *Contractor* submits a demolition and asbestos removal Method Statement as well as a Method Statement for the hob ceiling boards.
2 This Method Statement clearly illustrates how the *Contractor* accounts for the risks of this project and is tailored to address the specified project objectives and requirements.
3 The Method Statement includes, as a minimum and where applicable, the following:
4 Work area set-up plan
5 Asbestos removal methods
6 All identified hazards, controls and management of risks
7 Diagrams showing the location of removal area/s, position of decontamination points, nominated transit routes and waste loading area
8 Constraints identified and considered by the *Contractor*.
9 Interfacing with Others; the *Contractor* illustrates an understanding of the work that is to be completed by Others and accommodates for the completion of such work in his methodology.
10 Description and illustrations of a construction traffic plan, use of laydown areas and plot plan.
11 Shifts and handovers for the various sections of the works, this information is to enable the *Employer* to integrate the programmes of the various *Contractor*s.
12 Detailed risk assessment which lists risks specific to the works and is accompanied with associated proposed mitigations.
13 List and description of plant and machinery required to carry out the works.
14 Inspection and quality control plan.
15 A clear description of the responsibilities of the *Contractor*'s personnel involved with the works, including (where applicable) his *Project Manager*, Site Quality Manager, Site Engineer, Health and Safety Manager, Technical Office Manager, Production Manager,

Supervisor, Environmental Officer, Fabricator, Erection Engineer, Shop detailer, Transporter and other personnel required for the civil and structural works.
▪ Construction sequencing considerations, which take into account any constraints.
▪ Health, safety and quality control for the activity.
▪ All plant, equipment and machinery required to complete activity.
▪ Plan for confining, collecting and disposing of waste materials as a result of removal operations, where applicable.
▪ Works required to safeguard existing infrastructure and services.
4. All Method Statements are reviewed and accepted by *Project Manager* prior to commencing any work.
5. The *Contractor* submits a new demolition and asbestos removal Method Statement, a month prior to commencing with any construction activities and after Contract Award, which covers all the aspects listed above, and any additional requirements or changes arising from negotiations or clarifications, for acceptance by the *Project Manager*. This Method Statement is to include interfaces with Others.

**Project Schedule**

1 As part of the Method Statement and as a tender returnable, the *Contractor* submits a Level 3 project schedule considering all the interfaces and time constraints.
2 The project schedule is submitted within 5 working days after contract award.
3 This schedule does not omit key activities. Timing of the activities is consistent with the demolition and asbestos removal Method Statement.
4 The schedule is to show that the *Contractor* has a clear understanding of the full scope of works, including the accompanying risks. The schedule is to be logical and realistic.
5 The *Contractor* submits a schedule for all the phases of the *works* to the *Project Manager* for his acceptance.
6 This schedule is accompanied with the following:
7 A comprehensive narrative which describes the basis of the schedule;
8 A list of assumptions that the schedule was based on;
9 The schedule clearly indicates the following (as applicable):
10 Activities of all the project work to be done by the *Contractor* and the other work covered by the contract that is being done by the sub-*Contractor*s;
11 Logical links/ sequence/ relationships that connect the various activities together (showing all hold points);
12 Master schedule is to show Links/logic, the CPM (Critical Path Method) technique is used for schedule and planning. The critical path is clearly illustrated.

▪ The works is completed within accepted durations that are consistence with key dates provided in the Contract Data. Milestone dates in line with Key Date/Contract Data shown on the schedule.

▪ The number of shifts planned per day for each section of the works.
▪ The way in which the *Contractor* plans to interface with Others. Interface points with Others are identified in the schedule;
▪ A comprehensive description of each activity, including the name and designation of the responsible person;
▪ Sufficient information regarding the activity duration and a description to enable measurement of the progress of the activity within the required update period;
▪ Each description in the schedule explains and represents the performance of the activity, including tangible deliverables or products;
▪ Resources required to perform an activity for each activity that requires resource assignment;
▪ Single source of responsibility or ownership per activity.

**Documentation and Configuration Management**

**a. Document identification**
▪ All documents supplied by the *Contractor* are subject to the *Employer's* approval. The language of all documentation is required to be in English.

**b. Document Submission**

▪ All project documents must be submitted to the delegated *Employer's* Representative with transmittal note according to Project / Plant Specific Technical Documents and Records Management Work Instruction (240-76992014). In order to portray a consistent image, it is important that all documents used within the project follow the same standards of layout, style and formatting as described in the Work Instruction.
▪ The *Contractor* is required to submit documents as electronic and hard copies, and both copies must be delivered to the Employer's Representative with a transmittal note.

In addition, the Contractor adheres to the following standards:
▪ Documentation Management Review and Handover Procedure for Gx Coal Projects (240-66920003).
▪ Project / Plant Specific Technical Documents and Records Management Work Instruction (240-76992014)

c. Email Subject
The Contractor submits all documentation to the Employer's Representative in the following media:
▪ Electronic copies are submitted to Eskom Documentation Centre through generic email address (drmsharedservices@eskom.co.za). The email subject as a minimum has the following: (Station_Project Name_Discipline_Subject). Electronic copies that are too large for email are delivered on CD/DVD, large file transfer protocol and/or hard drives to the Project Documentation Centre. In a case where CD has been submitted, a notification email, with the

transmittal note attached, is sent to the project generic email address. The Representative is copied on the email as well.
▪ Hard copies are submitted to the Employer's Representative accompanied by the Transmittal Note.

**ENVIRONMENTAL REQUIREMENTS**

**Transportation of asbestos and ACM**

1 Asbestos and ACM will be transported in accordance with best practices to limit the risk of the potential exposure of people and the environment to asbestos fibres. The requirements and details of the following elements must be well defined, practised, and recorded in order to ensure safe transportation practices:
2 Names of the responsible persons and relevant contact details
3 Instructions issued by the Eskom responsible person
4 Safe handling practices for asbestos and ACM
5 Approved waste contractor registration and certificates
6 Route description of the transportation and disposal
7 Hazardous waste site registration and certificates
8 Temporary waste storage site and security requirements
9 Identification and classification of vehicle(s) used, including the labelling of the vehicle(s)
10 Safety notices
11 Requirements for waste removal containers and bags, including their labelling
12 Cleaning of waste spillages
13 Permit/certificate of removal
14 Certificate of safe disposal

15 Training requirements and records
16 PPE requirements and records

**Asbestos waste management**

1. The OU/BU responsible manager must ensure that steps are taken to prevent the release of asbestos. These should include filtration systems. Any substance that forms part of the filtration system, when discarded, must be disposed of as asbestos waste.
2. Attention should be given to transport practices to prevent the release of asbestos fibres into the environment arising from the transport of asbestos. All asbestos waste shall be transported in accordance with SANS 10228 and SANS 10229.
3. Waste shall be disposed of only on waste disposal sites specifically designated for this purpose in terms of the Environment Conservation Act 73 of 1989 or the National Environmental Management Waste Act 59 of 2008 (NEMWA 2008). The permit conditions for each site shall be adhered to.

4 Details of the registered asbestos disposal site for the disposal of any waste during and after removal should be kept on record.
5 Waste shall be deposited in such a manner that it does not cause a hazard on or outside the site concerned, that is, by minimising dust dispersal and the need for further disturbance of the waste.
6 High-density materials such as asbestos cement products and sheets containing asbestos are not likely to release asbestos dust when handled by hand. However, a hazard may arise if the waste is subjected to pounding by vehicles passing over it or is tipped from a vehicle, and such waste should, therefore, also be covered.
7 Liquids or sludge containing asbestos shall be collected in collecting tanks, from which it may be pumped into sealable drums or a closed-type tanker for transit to the waste disposal site.
8 Transport and disposal shall take place in such a way that there is no risk of the material drying out before it has been disposed of and that it is covered to minimise dust dispersal.
9 All used PPE and air filters from vacuum cleaners, air conditioners, and ventilation equipment shall be placed in impermeable bags or similarly effective containers. These containers shall be sealable for disposal, with the outside of all containers to be cleaned before leaving the workplace.

**SAFETY REQUIREMENTS**

1. Refer to Appendix B: LBS00190 - Asbestos Management Plan.
2. The Contractor is responsible for the safety of all personnel involved in the works as well as the safety of all personnel at Lethabo Power Station affected by the construction of the works.

**QUALITY AND PROJECT HANDOVER REQUIREMENTS**

**Quality Management**

1. The Contractor submits a fully detailed Quality Control Plan (QCP) for acceptance, which details all the aspects of the quality management system to be applied. It includes the methods that will be utilized to ensure quality assurance, control and improvement of the identified activities as stated in the Scope of Works.
2. The Contractor is responsible for defining the level of QA/QC (Intervention Points) or inspection to be imposed on his sub-Contractors and suppliers of material in the Quality Control Plans (QCPs). This level is based on the criticality of equipment and must be submitted to the Project Manager for acceptance.
3. Product data sheets, product samples, and any other documents are submitted for review and acceptance by the Project Manager after contract award and prior to the commencement of work.
4. All quality control documentation is submitted to the Project Manager within seven (7) days of Contract date

**Handover**

1. Apart from any statutory data packages required, the Contractor also submits a data package of the relevant drawings, test certificates etc. to the Project Manager for acceptance. These include, but are not limited to:

▪ Approved ITP’s, QCP’s
▪ Method statements and specifications adhered to
▪ Risk assessments
▪ Inspection reports
▪ Notifications
▪ Modifications

- Technical Queries, Engineering Responses and communications with Project Manager/Employer
- Non-conformance reports
- Transport notifications
- Calculations for any temporary works that may be required for the safe execution of the works
- Material certificates
- Test results and reports

**Applicable Standards**

| **The Contractor is required to adhere to the latest editions of and the normative references within the following SANS standards and other codes of practice, regulations & standards (refer to sections 2.2.1 on additional SANS and Eskom Standards): Number** | Title |
|---|---|
| SANS 10400 | The Application of the National Building Regulations |
| SANS 10228 | The Identification and Classification of Dangerous Goods for Transport by Road and Rail Modes |
| SANS 10229 | Transport of Dangerous Goods - Packaging and Large Packaging for Road and Rail Transport |
| 240-107981296 | Constructability Assessment Guideline |
| 240-99527377 | Inspection Manual for Civil Works at Eskom's Power Station |
| 240-43898151 | Perform verification and validation PCM |
| 240-53114002 | Engineering Change Management Procedure |
| 474-58 (Rev1) | Document and Records Management |
| 240-53113685 | Design Review Procedure |
| Government Notice R1196 in GG 43893 | Asbestos Abatement Regulations 2020 |
| 32-303 | Requirements for the Safe Processing, Handling, Storage, Disposal and Phase-out of Asbestos |
| 32-727 | Eskom Safety, Health, Environment and Quality (SHEQ) Policy |
| LBS00190 | Asbestos Management Plan |
| SANS 10142-1 | The wiring of premises: Low voltage installations |
| 240-56227443 | Requirements for Control and Power Cables for Power stations Standard |

**Additional Requirements and Pre-requisites**

**General**

1. The Contractor is required to confirm all site dimensions, levels and cast-in items positions on site prior to any fabrication of steel or casting of concrete
2. The Contractor is required to submit a comprehensive method statement of the works to the Project Manager for acceptance prior to the start of the works
3. Any request for deviation from specified requirements is submitted in writing and include the proposed deviation, rationale for the deviation, any technical data supporting the deviation, and historical experience supporting the deviation.
4. Combining or mixing of different codes is not permitted
5. The Employer will arrange a mandatory site clarification meeting with all tenderers so that tenderers are afforded the opportunity to visually inspect the works to be done

**DELIVERABLES**

The Contractor provides the following document deliverables as part of the works.

**Planning Phase**

1 A Level 3 schedule (schedule with defined activities) for the scope clearly highlighting all activities involved, major milestones and provision for the Employer to review.
2 Method Statement(s)
3 Risk Assessments
4 Project specific safety file
5 Project Quality Control Plan
6 VDSS
7 The Contractor is required to update the provided VDSS throughout the project phases.

**Pre-construction Phase**

1. Detailed demolition method statements and landscaping & rehabilitation method statement for the works
2. Inspection and Test Plans (ITP's) indicating all intervention points
3. Quality Control Plans (QCP's)
4. Construction Programme
5. Project Specific Safety File (updated)
6. Detailed Risk Assessments (updated)

**Post-demolition Phase**

1. QA returnables
2. Data books as detailed in Section 4.6.2

INFORMATION ISSUED BY THE EMPLOYER

| **The following documents are issued to the Contractor for information. Document Number / ID** | **Document Title** |
|---|---|
| **240-107981296** | **Constructability Assessment Guideline** |
| **240-99527377** | **Inspection Manual for Civil Works at Eskom's Power Station** |
| **240-43898151** | **Perform verification and validation PCM** |
| **240-53114002** | **Engineering Change Management Procedure** |
| **474-58** | **Document and Records Management** |
| **240-53113685** | **Design Review Procedure** |
| **32-303** | **Requirements for the Safe Processing, Handling, Storage, Disposal and Phase-out of Asbestos** |
| **32-727** | **Eskom Safety, Health, Environment and Quality (SHEQ) Policy** |
| **LBS00190** | **Asbestos Management Plan** |

AUTHORISATION

| This document has been seen and accepted by: Name | Designation |
|---|---|
| Suven Govender | Civil Engineer: OPE |
| Lauritz Classen | Senior Engineer: D&S Engineering |
| Hotsebamang Thanwane | Senior Advisor: Occupational Hygiene & Safety |
| Itumeleng Mogane | Outside Plant Engineering: Civil Engineer |
| Remofiloe Ranaka | Manager (Acting) Design and Specification |
| Bonginkosi Mathe | Chief Engineer – HVAC |

| 7. REVISIONS Date | Rev. | Compiler | Remarks |
|---|---|---|---|
| February 2026 | 0.1 | M. Laher | Compiling of draft scope of works |
| March 2026 | 1 | M. Laher | Approving document |

8. DEVELOPMENT TEAM
- Lauritz Classen
- Itumeleng Mogane
- Hotsebamang Thanwane

9. ACKNOWLEDGEMENTS

| ITEM NO | PRODUCT CODE | DESCRIPTION | QTY |
|---|---|---|---|
| | | Extraction canopy Canopy 1 1 x 6700 x 3000 x island mount stainless 400 slope sided canopy.Extract/ supply 1.2mm 430 grade material. Comes with light fittings , grease trays and stainless steel filters 2 x stainless steel floor support stand. 4 modules 3350 x 1500 x 600 Galvanized Duct 1mm thick Extraction duct 4 x spigots 2 x stop ends 5 x plenum duct 2 x 45? bends 1 x 90? bend 2 x straight duct 2 x silencer 1 x fan 800 dia 22 380v 4kw 1 x lobster bend 1 x cowl 1 x stop/start overload Fresh air system 4 x washable filters 1 x filter box 2 x square to rounds 2 x silencers 1 x fan 630 dia 2.2kw 380v 3 x 90? bends 8 x spigots 8 x square to rounds 4 x Flexible duct 8 x 250 dia duct | |
| 2 | | EXTRACTION CANOPY TWO 4600x2200 | 1 |

| ITEM NO | PRODUCT CODE | DESCRIPTION | QTY |
|---|---|---|---|
| | | Extraction<br>canopy<br>Can 2<br>Floor Stands<br>1 x 4600 x 2200 x 600<br>stainless steel island mount<br>400 slope sided canopy.<br>1.2mm 430 grade material.<br>Comes with stainless steel<br>filters, grease trays and LED<br>light fitting<br>2 x stainless steel floor<br>Stands<br>4 modules of<br>2300 x 1100 x<br>600<br>Extraction<br>Ducting<br>Galvanized<br>material 1mm<br>thick<br>4 x spigots<br>2 x stop ends<br>5 x plenum duct<br>2 x 45? bends<br>2 x straight duct<br>1 x square to round<br>2 x silencers<br>1 x 710 diameter<br>380v<br>3kw<br>1 x lobster bend<br>1 x cowl<br>1 x stop start<br>Fresh air<br>system<br>4 x washable filters<br>1 x filter box<br>2 x square to rounds<br>2 x silencers<br>5m ducting<br>4 x spigots<br>4 x square to rounds<br>Flexible ducting<br>1 x 630 diameter fan<br>2.2kw<br>1 x overload starter | |
| 3 | | CONSUMABLES | 1 |
| 4 | | DELIVERY & INSTALLATION TO SITE | 1 |
| 5 | | DE-COMMISSIONING OF EXISTING SYSTEMS | 1 |

## APPENDIX B: ASBESTOS MANAGEMENT PLAN

2. Specifications

2.2.1 Normative
1 ISO 9001 Quality Management Systems
2 National Environmental Management Act (NEMA) 107 of 1998
3 Construction Regulations, 2014
4 32-727 - Eskom Safety, Health, Environment and Quality (SHEQ) Policy
5 Occupational Health and Safety Act No. 85 of 1993
6 240-99527377: Inspection Manual for Civil Works at Eskom's Power Station
7 SANS 10400: The application of the National Building Regulation
8 32-303: Requirements for the Safe Processing, Handling, Storage, Disposal and Phase-out of Asbestos
9 32-245 Eskom Waste Management Standard
10 Environmental Conservation Act, 1989 (Act 73 of 1989)
11 Asbestos Abatement Regulations 2020, published under Government Notice R1196 in GG 43893 of 10 November 2020
12 Department Environmental Affairs: Framework for the Management of Contaminated Land Appendix C
13 240-56364545: Structural Design and Engineering Standard
14 240-56364535: Architectural Design and Green Building Compliance Manual
15 SANS 10160 (series)
16 SANS 10142-1: The wiring of premises: Low voltage installations
17 240-56227443: Requirements for Control and Power Cables for Power stations Standard
18 240-70164623: Eskom Heating Ventilation and Air Conditioning (HVAC) Design Guideline
19 240-102547991 General Technical Specification for HVAC Systems Standard
20 SANS 18501: The design and manufacture of commercial kitchen extraction/ventilation systems
21 SANS 1238: Air-conditioning ductwork
22 SANS 10173: The installation, testing and balancing of air-conditioning ductwork

2.2.2 Informative
1 240-53113685: Design Review Procedure
2 474-58 (Rev1): Document and Records Management
3 240-53114002 Engineering Change Management Procedure
4 240-43898151: Perform verification and validation PCM

| **2.3 DEFINITIONS Word** | **Definition** |
|---|---|
| Contractor/Tenderer | Party responsible for the execution of the works as set out in this document |
| Employer | Eskom Holdings Limited represented by Lethabo Power Station |
| Project Manager | Party responsible for managing the Contractor on behalf of the Employer for the execution of the works |
| Works | The works as described in this document |

| ABBREVIATIONS **Abbreviation** | **Description** |
|---|---|
| ACM | Asbestos Containing Material |
| ECSA | Engineering Council of South Africa |
| ERI | Eskom Rotek Industries |
| ITP | Inspection Test Plan |
| QA | Quality Assurance |
| QC | Quality Control |
| QCP | Quality Control Plan |
| SANS | South African National Standards |
| SHEQ | Safety, Health, Environmental, Quality |
| VDSS | Vendor Document |

2.5 ROLES AND RESPONSIBILITIES

Roles and responsibilities shall be as per The Employer's Design Review Procedure [23]
Contractor
The Contractor will be responsible for the execution of all the works as contained in this scope of works ensuring the following:
▪ The construction satisfies the Employer's requirements.
▪ All relevant Eskom standards, procedures and guidelines have been adhered to.
▪ The construction work is suitable and executed correctly.
▪ Develop the required documentation for the project.

Eskom Engineering

Eskom Engineering will play the role of architect engineer and ensure that:
▪ The construction activities satisfy the stakeholder requirements
▪ Foreseen technical risks are identified and addressed/challenged with the Contractor
▪ Reviewing complete scope of supply/services/extent of work
Lethabo Power Station Canteen Extraction Hood Replacement Scope of Work

▪ Reviewing all requirements (such as system operating philosophies, performance requirements, and all particular system requirements)
▪ Reviewing the applicability of all specified codes, standards and procedures (internal and external).
▪ Reviewing technical schedules and tender returnables.
▪ Reviewing referenced drawings in Works Information/Employers Requirements.
▪ Reviewing Bill of Quantities (BOQ) as applicable.
▪ Reviewing tender technical evaluation strategy.
▪ Reviewing all detailed system/package boundaries and interfaces.
▪ Reviewing the technical contents of the contract strategy

| **Title** | **Date or revision** | **Tick if publicly available** |
|---|---|---|
| **<u>General Specifications</u>:** | | |

| | | |
|---|---|---|
| **Health and Safety requirements** | | |
| **Environmental requirements** | | |
| **Site regulations and access control** | | |
| | | |
| | | |
| **Technical specifications:** | | |
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## 4. Constraints on how the *Contractor* Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*.
Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

### 4.1 Meetings

Provide information about regular meetings to be held such as early warning and compensation event meetings (suggest weekly), safety and planning meetings.

### 4.2 Use of standard forms

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

### 4.3 Invoicing and payment

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

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

_____

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

- Name and address of the *Contractor*
- The contract number and title;

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

The *Contractor* attaches the detail 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.

**4.4 Records of Defined Cost**

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

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

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

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

.

*[Insert the agreed ASGI-SA Compliance Schedule here]*

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

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

**4.6 BBBEE and preferencing scheme**

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

**Supplier Development Localisation& Industrialisation**

**SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals**

Tenderers who complete and submit the objectives as required, but who do not meet Eskom's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

**Transformation – BBBEE Improvement or Retention Plan**

Transformation remains an area of focus, where Eskom continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development. Eskom encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, Eskom also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the

contract. Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract. Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

**NB:** A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

**Local Procurement Content**

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component.
Tenderers are required to submit their proposals in the table below.

| **Local Procurement Content** | **Eskom target** | **Tenderer Proposal** |
|---|---|---|
| | 100% | |

**Procurement spend on entities with a minimum 51% black ownership**

The tenderer will subcontract some of the SOW to the designated suppliers i.e. EME / QSE with at least 51% BO. The designated suppliers should not be part of their subsidiaries or having shares in that company, preferable they should be selected from local to site and shall be as follows:

| **Procurement from Designated Group** | **Eskom Target** | **Tenderer proposal** |
|---|---|---|
| Black Owned company | 5% | |

The following are tender returnable.

- Proof of a sub-contract agreement/s OR
- Letter of intent.

Potential scope to be subcontracted and/or outsourced:

- Transportation of grease to site.

**Jobs.** Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

| **Type of Jobs to be created** | **Number of Jobs to be created** |
|---|---|
| | |

| Type of Jobs to be retained | Number of Jobs to be retained |
|---|---|
| | |

**Skills development**

Tenderers are required to submit proposals in a table below to develop the skills of unemployed candidates in the country. Skills development is intended to address Eskom's core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa

| Skill type / Occupation | Eskom target | Entry Level | Output | Tenderers Proposal |
|---|---|---|---|---|
| Mechanical fitter (Bursaries awarded to learners from Fezile Dabi and Sedibeng District Municipalities) | 3 | N3/Grade 12 or Equivalent | Trade test | |
| Quality Controller (Bursaries awarded to learners from Fezile Dabi and Sedibeng District Municipalities) | 2 | N3/Grade 12 or Equivalent | Diploma | |

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA's accredited training providers can be approached to participate in developing critical and scarce skills.

**Note**: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives.

**SDL&I Penalty and Performance Security**

Eskom will apply a penalty of 1% of the Contract Value for failure to meet SDL&I obligations.
For the duration of the contract, Eskom will retain 1% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon fulfilment of all SDL&I obligations by the contractor.

**Reporting and monitoring**

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required o implement corrective measures to meet those SDL&I obligations before

  the commencement of the following report, failing which Retention clauses shall be invoked.

Every contract shall be accompanied by the SDL&I Implementation Schedule, which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring measuring, and reporting on the supplier's progress in delivering on their stated SDL&I commitments.

**Market Research**

| The following information demonstrates market analysis and assisted in arriving at the targets above. | |
|---|---|
| Current Suppliers Providing the Services<br><br>• None | Potential Suppliers:<br><br>• Open market |

**General Information on Validity of Sworn Affidavits**

The following must be considered when it comes to validity of Affidavits:

**Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:**

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director**, **owner** or **member** must be indicated in order to
- know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. (**No blank spaces to be left**).
- Indicate total revenue for the year under review and whether it is based on **audited financial statements** or **management account**. **(Mark the applicable option).**
- Financial year-end as per the **enterprise's registration documents**, which was used to determine the total revenue. (Financial year-end to be stipulated by **day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

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

State any requirements such as offices on site for the *Employer*.

### 4.8 Title to material from excavation and demolition

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

### 4.9 Design by the *Contractor*

Paragraph 1 above will have outlined what work is to be designed by the *Contractor* (if any). State here what procedures are required for the submission and acceptance of that design.

### 4.10 Cataloguing requirements by the *Contractor*

N/A

## 5. Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in Clause 11.2(1).

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

Describe what the *Employer* will provide such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

| Item | Date by which it will be provided |
|---|---|
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# C4: Site Information

Site Information is information about the *site* at the time of tender which the tendering contractor needs to allow for in his rates and Prices. The information does not change after contract award, nor does it describe or specify anything which the Parties do during the contract. It is only referred to during administration of the contract if the *Contractor* encounters conditions which are different to those described here. The *Contractor* will then make a comparison between actual conditions encountered and those described here in his assessment of any additional cost or time he may need to be compensated for in order to complete the works. Disputes about the difference between the effects of conditions encountered and those which the *Contractor* allowed for in his Prices will be minimised if the information given here is complete and relevant. If no information is given the tendering contractor will need to guess what he may encounter thus tendering higher Prices to allow for conditions that may not even exist.

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

## 1. Access limitations

**1. Site Procedures and Regulations**

**1.1 Site location and Security**

- The Site is at Lethabo Power Station situated ± 18 km South of Vereeniging on the Viljoensdrift - Deneysville Road, Free State. Access to the site will be via the main security gate only.
- The *Employer* will inform the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Contractor* to allow in his price and program for delays at the security gate. The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to briefcases and toolboxes.

**1.2 Access limitations**

**Normal working hours are Eskom working hours:**

- Monday to Thursday 07:15 - 16:30
- Fridays 07:15 - 12:15

All Timesheets and workers register are to be kept for records purposes i.e. man-hours worked safely etc. Daily time sheet must be kept up to date of normal and overtime worked at all times.

**1.3 Temporary Gate Permits**

- The *Contractor* provides the *Employer* with the personal details of their staff at least two days prior to the occupation date. All names and details to be submitted to the *Employer* who arranges for all gate permits.

**1.4 Occupational Health and Safety Induction Course**

- All the employees of the *Contractor* must attend a health and safety induction course provided by the *Employer* at the security offices before they will be allowed to work on the Site. It is the responsibility of the *Contractor* to ensure that all employees have attended the health and safety induction.

- The Induction course includes an awareness on the Error prevention and Improvement tools and techniques to ensure familiarisation and use of these error-prevention tools/techniques inclusive of, Pre and Post-job briefs, Risk Assessments, Self-checks (STAR principle), Peer Checks, Job observations, Accountability, Effective communications e.g. 3- way, Questioning attitude, Procedural adherence, Hand overs and other.

- A list of employees requiring safety induction must be submitted at least 2 days in advance arrival so that the details of the safety and health induction course can be communicated.

**1.5 Health and Safety Requirements**

The *Contractor* and his sub-*Contractor*s ensure at all times compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority. The *Contractor* acts in accordance with the health and safety requirements stated in the Works Information.

- In carrying out its obligations to the *Employer* in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub-*Contractor*s and mandataries with:

    - the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and the Eskom "Health, Safety and Environmental specifications for *Contractor*s" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the *Contractor* (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the *Contractor*. The *Contractor* complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and the health and safety plan prepared by the *Contractor* in accordance with the SHEQ Requirements

(The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)

- The *Contractor,* at all times, considers itself to be the "*Employer*" for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Sub-*Contractor*s and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

- The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.

- The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.

- The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall, on request: supply the Eskom Safety Officer with copies of minutes of all Health And Safety Committee meetings,

whenever he is required to do so; supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto.

The *Employer*, or any person appointed by the *Employer*, may, at any stage during the duration of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor;*
- refuse any employee, Sub*contractor* or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- Issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.
- The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the *Employer's Representative*.

- The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

- The *Contractor* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

- The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Sub-*Contractor*s or mandataries with the SHEQ Requirements while providing the Works in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.

- The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the *Contractor*'s employees, agents or Sub-*Contractor*s, to the extent permitted by the OHSA.

- The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the *Employer* and/or suffered or incurred by the *Employer* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub-*Contractor*s and/or mandataries to comply with their obligations in terms of clause 16, and/or the failure of the *Employer* to procure the compliance by the *Contractor* , its employees, agents, Sub*Contractor*s and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.

  - In carrying out his obligation as the mandatory to the *Employer* for this contract in terms of the National Environmental Management Act No.107 of 1998, the *Contractor* ensures that he complies with the Act when Providing the Services or using plant, materials or equipment.

- The following hierarchy of controls has to be observed on any activity that is above ground level:

  - When considering work at height, a risk assessment must be conducted, form part of the health and safety plan to be applied on site and must include:

  - The identification of the risks and hazards to which persons may be exposed to.

  - An analysis and evaluation of the risks and hazards identified based on a documented method.

- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.

- Have a monitoring and a review plan in place.

- When working at height, risk assessments shall take into account factors such as, the necessity for the work to be done in an elevated position as opposed to on the ground and precaution measures to be taken to mitigate incidents.

- Any lesson occurred from working at heights must be reported and shared among the team.

### 1.6 Permit to Work System

- NO work shall be carried out without a "PERMIT TO WORK"

- The *Contractor*'s Responsible Person must satisfy himself that all sources of possible danger are isolated. Details of the Permit to Work system can be found in the Plant Safety Regulations for Lethabo Power Station, Eskom. The *Contractor* must also make provision for sufficient Authorise Supervisor(s) depending on the contractual obligations. The Authorised Supervisor will need to undergo a week's training, which will be arranged at a suitable Eskom facility. This person must also pass an exam to verify his understanding of the procedure, after which he/she will need to be interviewed by a panel to discuss the practical understanding of being appointed as an Authorised Supervisor.

- A Master Permit to Work is used on declared major outages, details can be found in local procedure LBA 00085. Permit changes are made during the dead time, if it is required by the *Contractor* that a certain supply be made available or plant tested than this can be applied for at the Outage Management Meeting at least 1 day in advance.

- Plant with a prohibitive sign attached may only be operated by appointed Eskom personnel. Any *Contractor* employee found tampering with such plant will be permanently removed from Site.

### 1.7 Transportation of passengers: open LDV's:

No *Eskom employee* or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of *Eskom* and *Contractor* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate

Seating, fitted with safety belt for the number of passengers to be transported.

- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of all vehicles
- The above must apply to on site and off site transportation of passengers.

### 1.8 Eskom Life Saving Rules:

Life Saving Rules have been developed that will apply to all Eskom *Employees*, agents, consultants and *Contractor*s.

- **Rule 1:** Open, Isolate, Test, Earth, Bond, and/or Insulate before touch - that is any plant operating above 1 000 V.
- **Rule 2:** Hook up at heights - no person may work at height where there is a risk of falling.
- **Rule 3:** Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.
- **Rule 4:** Be sober (no person is allowed to work under the influence of drugs and alcohol.

- **Rule 5:** Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.
- **Rule 6:** No person is allowed to text/talk on cell phone as this distracts attention

### 1.9 Local Safety Procedures

The *Contractor* adheres to all local procedures. A list of local procedures is available on request from the *Employer.*

### 1.10 Incidents / Accidents

- Incidents and accidents must be reported and investigated as detailed in LBA 00030. All incidents must also be reported to the *Employer* within 24 hours.

- First aid must be made available either by the *Contractor* or use can be made of the Lethabo medical centre at a fee. The availability of the *Contractor's* own first aid does not relieve the *Contractor* of his obligation to report and investigate the incident in accordance with Lethabo Procedure.

- The *Employer* will accompany the *Contractor* to hospital in the case of serious injury.

### 1.11 Fire Prevention

- Fire prevention and protection requirements to which *Contractor*s must comply are detailed in LBA 00030.

### 1.12 Protective Equipment and Clothing

- The *Contractor* supplies his own personal protective equipment necessary to carry out the *works* and the *Contractor* shall ensure that all overalls for his staff have clearly identifying **company LOGO's**

- The *Contractor* is also responsible to inspect and maintain such equipment as required in terms of the OHS Act and local procedures.

### 1.13 Inspection of Equipment

- The *Contractor's* equipment is inspected by an authorised Eskom employee on arrival at the site.

- The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.

- Lifting equipment and electrical equipment must be marked with a unique number, code or colour code for identification. If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment then it will not be approved for use on Site. A list of all lifting equipment and electrical equipment must be submitted to the *Employer* at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment.

- Training requirements must comply with the Works Information and statutory requirements.

### 1.14 Documentation

The *Contractor* is responsible to have the following documentation available on site in accordance with LBA 00030:

- A copy of the OHS Act.
- Copies of all site accident report forms as required by the OHS Act.
- Copies of minutes of health and safety meetings held on site.
- Copies of inspection reports produced by the accident prevention officer.
- Copies of attendance registers for all incidents or work stoppages

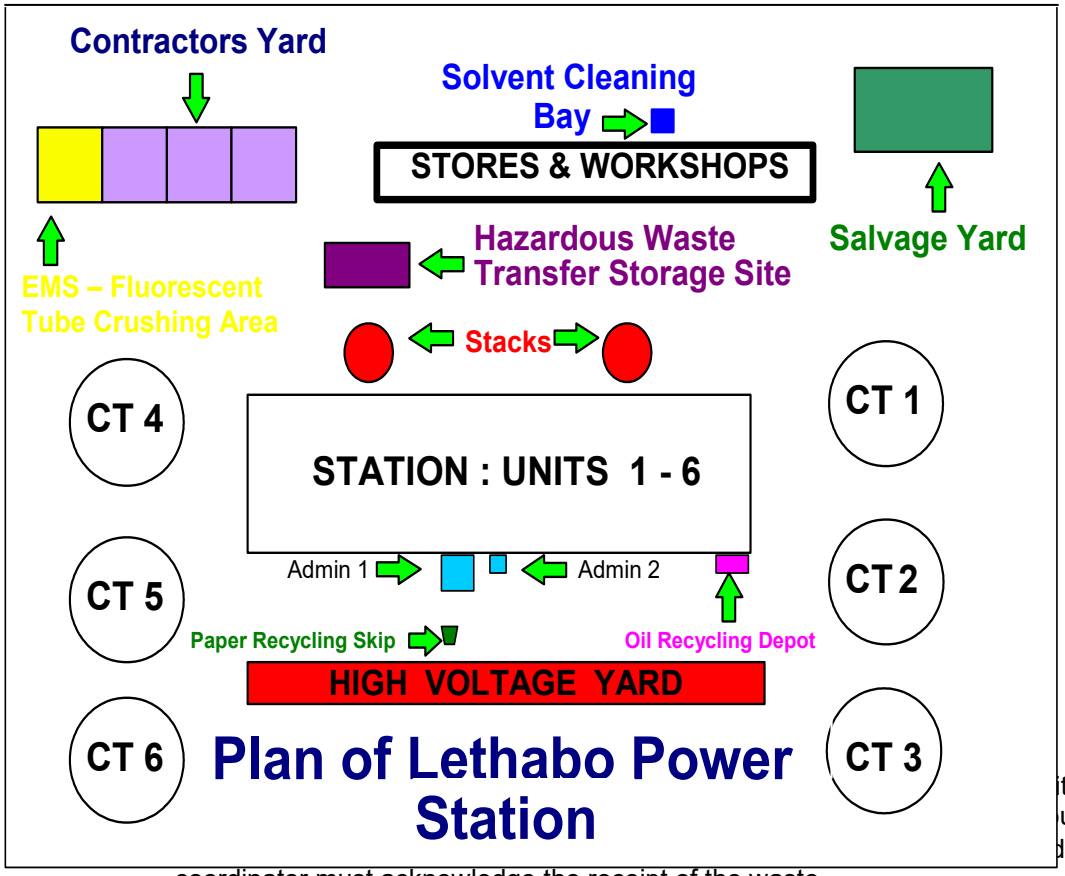
### 1.15 Environmental Policy and Waste Handling

The *Contractor* shall submit an Environmental Management Plan (EMP) to be reviewed and approved by Eskom environmental officer, one week before the commencement of works if required as per the Works Information.

### 1.16 Disposal of Waste

Waste shall be removed promptly to the designated disposal area as per below requirements:

- Domestic waste to the white waste bins
- No stockpiling will be permitted
- Production waste in the marked bins i.e. coal and ash only
- Paper in its recycling bin
- Contact Civil Engineering for the disposal of building rubble
- Scrap metal, Wood & Rubber, Redundant Valves, Pipes, and Equipment etc. to be placed in the marked bins in the Salvage Yard. Solvents and cloths used to the Cleaning Bay.




ite must be
ut the SDS.
d the waste
coordinator must acknowledge the receipt of the waste.

- A 210l drum with lid will be issued to the person who has delivered the waste after the inventory is signed.
- Drums with incorrect colour coding or drums without lids will not be accepted at the temporary hazardous waste site.

## 2. Additional General information

LBS00067 to be used as it contains statutory requirements as well as the minimum SHE requirements to which Eskom employees and contractors must comply whilst performing work on the premises of Lethabo Power Station.

The purpose of the procedure is to assist the Contract Supervisor or Project Manager, and the contractor to develop, implement and maintain an organised Safety, Health and Environment Management Plan performing work.

Contractors are accountable for taking all the necessary steps to protect all persons (including employees, visitors, and the general public), to protect the environment and property against any harm during the course of performing work or services in relation to their contractual obligations. In addition, all work procedures and equipment will be carried out in accordance with Eskom and legislative requirements.

Eskom's contractors have the fundamental accountability and responsibility for executing on-site safety, health, and environment issues for their activities, services, products, and work. Each contractor is responsible for ensuring that its employees and the employees of any appointed contractors comply with all occupational safety, health, and environmental (SHE) statutory requirements and the policies and procedures of Eskom Holdings SOC Limited.

This procedure is supplementary to the requirements of relevant legislation and the conditions of the contract.

### 2.1 Plant & Materials

- The *Employer* may at his own discretion, supply any Plant and Materials as may be required by the *Contractor* to Provide the Works.
- The *Contractor* is to notify the *Employer* in writing, 48 hrs in advance, of such Plant and Materials required.

### 2.2 Equipment or Material Access and Removal

#### 2.2.1 Access

- The *Contractor* ensures that all equipment and materials brought through the security gate is signed in at the main security gate on an OV18 form.

#### 2.2.2 Removal

- The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant OV18 forms or the equipment lists. (Security Access Sign In)
- If the equipment or material is to be removed the same day, on which they were brought on to site, then the OV18 form will need to be produced at the gate when leaving the site.
- If the equipment or material is removed after this time then a Non-Returnable Gate Release will be provided by the *Employer's Representative*, on receipt of the original OV18, with which the *Contractor* brought the equipment on site.

#### 2.2.3 Site or Area Establishment and Evacuation

#### 2.2.3.1 Application for Site Establishment:

- Sites are allocated according to availability, the period for which the *Contractor* is going to be on site, or if special circumstances warrant the allocation of a site. Documentation to support this application to be submitted as stipulated below

- The location of the site or area is indicated during the site or area take-over inspection.

#### 2.2.3.1 Site Establishment:

- The *Contractor* does not occupy any site or area other than that allocated to him.
- The *Contractor* does not occupy the site or area prior to the take-over inspection.
- The *Contractor* maintains the site or area provided to him to the satisfaction of the *Employer*. A site inspection to be conducted by both parties prior to site establishment
- The *Employer* will require full access at all times of the *Contractor's* site or area for inspection.
- The *Contractor* will remain accountable for the security of his designated site area. The *Employer* will accept no accountability for any theft, losses or damage under the *Contractors*' control

#### 2.2.3.2 Site De Establishment:

- The *Contractor* advises the *Employer* in writing, five (5) days prior to site de establishment in accordance with LBA 00030.
- Site de establishment cannot proceed without the approval of the *Employer* in writing. Final payment and the first portion of the retention (where applicable) will not be released if not supported by the *Employer*, as this is seen as part of the works.