



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and

for **APPLICATION OF RTV SILICON RUBBER TO
GOURIKWA PS TRANSFORMER BUSHINGS (16)**

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Documentation prepared by: Vincent Tshabane

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:

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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:

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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. _____'

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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

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C1.2 Contract Data**Data provided by the *Employer***

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

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ¹ is (Name):	Antony Domburg
	Address	Gourikwa Power Station
	Tel No.	044 606 3512
	E-mail address	DomburAE@eskom.co.za
11.2(11)	The <i>works</i> are	Application of RTV silicon rubber to GOURIKWA PS Transformer Bushings(16)
11.2(13)	The Works Information is in	The document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	The document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Eskom Gourikwa Power Station, Mossel Bay
30.1	The <i>starting date</i> is.	To be confirmed
11.2(2)	The <i>completion date</i> is.	To be confirmed
13.2	The <i>period for reply</i> is	one(1) week
40	The <i>defects date</i> is	2 weeks after Completion
41.3	The <i>defect correction period</i> is	Fifty Two (52) weeks
50.1	The <i>assessment day</i> is the	25th of each month.
50.5	The <i>delay damages</i> are	R 5 000.00 per day
50.6	The retention is	5 %
51.2	The interest rate on late payment is	0.5% per week of delay
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	

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

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	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	TBA
	Tel No.	TBA
	Fax No.	TBA
	e-mail	TBA
93.2(2)	The <i>Adjudicator nominating body</i> is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	Arbitration
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

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

Z1 Cession delegation and assignment

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

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.

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BUSHINGS (16)**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

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- 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.

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

Z11 Ethics

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

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

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

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- 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	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>	The <i>Employer's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>	The Defects Certificate has been issued
The <i>Contractor's</i> 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 <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	<p><u>Loss of or damage to property</u></p> <p><u>Employer's property</u></p> <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date where covered by the <i>Employer's</i> insurance</p> <p><u>Other property</u></p> <p>The replacement cost</p> <p><u>Bodily injury to or death of a person</u></p>	

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	The amount required by the applicable law	
Liability for death of or bodily injury to employees of the <i>Contractor</i> 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 minimum 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

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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 <i>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.</i>
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

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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.

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BUSHINGS (16)**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 <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

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

C2 Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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

C2.2 Price List

P & G - Bill

	PRELIMINARY AND GENERAL				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Contractual requirement. Establishment of Facilities on the Site	Sum	1.00		
2	Supervision for duration of construction.	Sum	1.00		
3	Company and head office overhead costs for duration of construction.	Sum	1.00		
4	Site return visit (Provisional)	No	1.00		
5	Removal of entire site establishment, upon completion of the project, including making good and rehabilitation of areas utilized, all in accordance with the latest Environmental Management requirements.	Sum	1.00		

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6	Provide PPE for staff inclusive of Hardhats ,Ear protection (earplugs etc.),Eye protection appropriate to task performed, Induction tags/cards, Dust mask ,Luminous high visibility safety vests, Double lanyard harness, Evaluation of physical and psychological fitness of personnel working at heights, Fall protection plan	Sum	1.00		
7	Full compliance with latest revision of Construction regulations & any other regulations to the work to be performed. To ensure that all the other regulations are complied with for example facility regulation, hazardous chemical substance regulations, all signage in terms of latest revision legislation etc.	Sum	1.00		
8	Implementation of an Environmental management System e.g. ISO 14001(Specify)	Sum	1.00		
9	Appointment of Construction Safety Officer for the project	Sum	1.00		
	P & G - Bill Total				

Outage A Bill

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ACCOMODATION				
1	Staff accommodation	Sum	1.00		
	TOOLS				
2	Tools ,equipment and lifting equipment	Sum	1.00		
	TRANSPORT				
3	Transportation of employees in compliance with the Transportation of employees procedure	Sum	1.00		
	ENVIRONMENTAL WORKS				
4	Waste Bins, skips, drip trays, lids and covers	Sum	1.00		
5	General waste collection and disposal at a registered landfill site as per EMP requirements	Sum	1.00		

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6	Hazardous waste transportation and disposal at a registered facility	Sum	1.00		
	PAINTWORK				
7	Supply and application of Room Temperature Vulcanized (RTV) Silicone Rubber Insulator Coating on ceramic HV equipment(Transformers Bushings), including preparation, cleaning etc., as per the Engineers specifications (Doc 240-56063877 and 240-56062705) :	EA	7.00		
	Outage A Total				

Outage B Bill

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ACCOMODATION				
1	Staff accommodation	Sum	1.00		
	TOOLS				
2	Tools ,equipment and lifting equipment	Sum	1.00		
	TRANSPORT				
3	Transportation of employees in compliance with the Transportation of employees procedure	Sum	1.00		
	ENVIRONMENTAL WORKS				
4	Waste Bins, skips, drip trays, lids and covers	Sum	1.00		
5	General waste collection and disposal at a registered landfill site as per EMP requirements	Sum	1.00		
6	Hazardous waste transportation and disposal at a registered facility	Sum	1.00		
	PAINTWORK				
7	Supply and application of Room Temperature Vulcanized (RTV) Silicone Rubber Insulator Coating on ceramic HV equipment(Transformers Bushings), including preparation, cleaning etc., as per the Engineers specifications (Doc 240-56063877 and 240-56062705) :	EA	9.00		
	Outage B Total				

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FINAL SUMMARY OF BILLS:

Item no.	Description	Unit	Quantity	Rate	Price
1	P & G - Bill	EA	1		
2	Outage A Bill	EA	1		
3	Outage B Bill	EA	1		
The total of the Prices (excluding VAT):					

C3: Scope of Work

C3.1 Works Information

APPLICATION OF RTV SILICON RUBBER TO GOURIKWA PS TRANSFORMER BUSHINGS (16)

1. Description of the works

- Provide relevant documentation prior application of silicon rubber
 - Method statement/ application
 - Quality control plan
 - Safety files
- Provide scaffolding or other means for applying silicon rubber to High Voltage Bushings
- Provide sufficient quantities of silicon rubber material as well as any other products to correctly apply silicon rubber on 16 high Voltage Bushings (5 Generator Transformers plus 1(one) spare bushing)
- The RTV silicone rubber insulator coating shall be applied by supplier accredited persons, in accordance with supplier specifications
- Copies of the supplier's insulator cleaning, material mixing and application procedures shall be made available to Eskom
- The applicator shall only use equipment and cleaning materials specified by the supplier
- RTV silicone rubber coating material shall only be applied within its shelf life, proof of which must be made available to Eskom on request
- The RTV silicone rubber coating shall be applied in such a way that over spraying is minimised
- After RTV silicone rubber coating, the site should be left in a clean condition. Excessive overspray should be removed by the contractor in accordance with supplier guidelines and Eskom Health and Safety procedures.
- The contractor is to provide Eskom with a touch-up kit per transformer and train key Eskom personnel in the use thereof
- Repair kit, methods, inventory shall be documented by the supplier and provided to Gourikwa Power Station
- The RTV silicone rubber coating thickness shall be measured by an accredited person. The measurements shall be done after the RTV silicone rubber coating has fully cured. An appropriate measuring device, such as an ultrasonic thickness tester, must be used. The measuring Devices needs to be with a valid calibration certificate.
- Apply RTV Silicon coating by means of:
 - Cleaning and preparing applicable porcelain surfaces
 - Coating all applicable surfaces with RTV Silicon Rubber coating.
- The work will be carried out according to the following specifications and documents
 1. 240-56062705: RTV Silicone Rubber Insulator coating and shed extender application specification.
 2. 240-56063877: RTV Silicone Rubber Insulator coating and shed extender Application Standard
 3. IEEE 957 : Guide for cleaning Insulators
 4. IEEE 1523: Application and Evaluation of RTV Coatings.

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- Coating to be used must have passed the KIPTS Heavy Cycle Test and suppliers must provide the certificate confirming this
- The following is a list of the outstanding components for RTV Coating:

400kV Transformer Yard		
UNIT	QUANTITY	EQUIPMENT
GOURIKWA GT11	3	GENERATION TRANSFORMER
GOURIKWA GT12	3	GENERATION TRANSFORMER
GOURIKWA GT13	3	GENERATION TRANSFORMER
GOURIKWA GT21	3	GENERATION TRANSFORMER
GOURIKWA GT22	3	GENERATION TRANSFORMER
SPARE BUSHING	1	HV BUSHING

Note: The works to be executed during the C&I upgrade, two half station is planned.

First Outage (Unit 11, 12 & 13): during this outage scope execution, one unit per day for 3 days. During this time the spare bushing can coated.

Second Outage (Unit 21 & 22): during this outage the scope execution, one unit per day for 2 days.

2. Drawings

Drawing number	Revision	Title
GOH 170-16	Latest	Bushing GOH 170-16
0.85/12345	Latest	Outline Drawing Generator Transformer 186MVA/550KV

3. Specifications

List the specifications that apply to this contract. Some typical headings have been provided as a minimum; delete if not required or expand and include correct titles as applicable.

Title	Date or revision	Tick if publicly available
General Specifications:		
32-727 Safety, Health, Environment and Quality (SHEQ) Policy	4	
32-245 Eskom Waste Management Standard	4 or latest	
Site regulations and access control		

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32-345 Eskom Vehicle Safety Specification	5	
GNR280 Regulations for hazardous chemical agents	2021	√
Occupational Health and Safety Act no.85 of 1993	latest	√
<u>Technical specifications:</u>		
IEEE 1523: APPLICATION AND EVALUATION OF RTV COATINGS	2018	√
IEEE 957 : GUIDE FOR CLEANING INSULATORS	2005	√
240-56062705 RTV Silicone Rubber Insulator Coating and Shed Extender Supplier Standard	2	
240-56063877 RTV SILICONE RUBBER INSULATOR COATING AND SHED EXTENDER APPLICATION STANDARD	2	
240-133087117 Environmental Incident Management Procedure	2	

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.

- One of the workers must have **basic first aid training** ,certification required as evidence
- The Contractor's **lifting equipment** must have a valid and current crane test certificate with the truck driver and crane operator's certificate. All slings, shackles and crimping tools must have valid and current test certificates, which must be produced before site establishment.
- The Contractor is to have daily risk assessment and safety talk to be minuted and documented.
- The Contractor will only leave site once a written site instruction has been issued by an Eskom site representative.
- Working hours will be from 08h00 to 16h30 Monday to Thursday and 08h00 to 12h00 on Fridays. (with a lunch time of 30 min from 12h30 to 13h00 ,Monday to Thursday)
- Contractor to liaise with site representative to access work area and sign into the application WORK PERMIT.
- A complete safety plan and risk assessment must be done BEFORE the Contractor starts works on site. The Site Supervisor will be monitoring the work continuously to ensure strict adherence to Safety rules.
- The Contractor's attention is drawn to the fact that other Contractors will be on site and access and interfacing with them will be required. The Contractor shall allow safe access for other Contractors and Eskom personnel when required.
- The Contractor disposes of all waste or surplus material from all sources to the Employer and the Local Authorities approval. Surplus material and construction waste resulting from the works shall be disposed of to The Employer's satisfaction. Refuse and rubble can only be disposed of at registered disposal sites. Environmental requirements shall be considered at all times (Please refer to the environmental requirements). The Contractor is responsible for safe keeping of all materials.
- The Contractor supplies his own communication and storage for flammable items. Limited hazardous storage facilities are available at sites. The Contractor shall make his own arrangements for his employee's accommodation elsewhere. Site ablution facilities is available on site for usage.
- Any loss of or damage of existing equipment and materials caused by the Contractor within the Sites, will be the Contractors responsibility and must be replaced by the Contractor.
- Copies of Inspection and Test Plans and quality control plan of Team Leaders must be handed in with the tender.
- Should there be severe system constrains, Eskom reserves the right to cancel that particular days outage and arrange the Outage for another period

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- The Contractor must communicate with the Eskom project team ONLY via the Project Manager or Project supervisor or their delegates.
- The Contractor is responsible to arrange all outages with the Project supervisor or Site Supervisor as and when required.
- The breakdown of work completed for payment certificates will be in the same format as the priced schedules
- When working at National Key Points Substations all staff must be security cleared upfront (criminal checks to be done by the SAPD).
- When using casual labor. Record of safety training (on job training) must be handed to Eskom site supervisor prior to commencement.
- Any loss of or damage to equipment and or materials freely issued to the Contractor will be the Contractors responsibility and must be replaced by the Contractor.
- All equipment used, is to be removed from the yard at end of the outage period. Unless otherwise authorized by the Project supervisor.
- Outages: All required outages will be arranged by Eskom.
- The Contractor/Sub Contractors is not allowed to remove any Eskom material from site without written permission.
- The Contractor needs to be aware that there may be a need for recovery equipment, in the event that a vehicle may become stuck.
- The Contractor must ensure there's sufficient lifting and lowering equipment for successful completion of works
- The crane out riggers (stabilizing jacks) pads must be of such a size to ensure stability to prevent the vehicle from tilting.
- The Contractor to provide the necessary ramps or alternatives for crossing the cable trenches without damaging the cable trench covers, walls and protection cables. The Contractor will be liable for the repairs/replacements of such covers.
- The Contractor will not be allowed to cross any cable trenches without cable trench ramps (heavy duty type for single and double trenches) and must supply suitable ramps for use.
- The Contractor must allow for rehabilitation work in the yard (the sand and stone must be separated and the yard stone level after completion).
- If the contractor is notified by Eskom of a cancellation of an outage less than 24 hours before the work is supposed to start the contractor is entitled to claim only 1 day for compensation, if the contractor is notified of the cancellation more than 24 hours beforehand no compensation will be granted for the loss of work.
- When the contractor are entitled to claiming a compensation event only the operating cost (labor hours & transport to site) are to be submitted for compensation by the contractor.
- A maximum of 2 days per calendar month will be allowed to be claimed for compensation for inclement weather conditions (rain & strong winds) and it will only be approved on written instruction of the Eskom site representative. Contractor to supply suitable means of recording the rainfall on site.
- The Contractor must ensure a good housekeeping at all times.

Documentation

The *Contractor* is to provide all documentation as required and itemized below during the construction period.

- Programme
- Resource Schedule
- Health & Safety Plan
- Quality Assurance Plan & QITP's (Quality Inspection and Test Plans)
- Environmental Management Plan
- Forecast Rate of Invoicing
- Drawing Register
- Progress Schedule
- Application for Payment
- Test Results as required
- Weather Data
- Monthly Safety Report & minutes of all Safety meetings

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- Workers register
- And any other report/record that may be required

4.1 Meetings

The contractor and site representative will conduct weekly planning meetings to discuss planned work, possible risks and work completed. Daily toolbox talks must be conducted by the contractor and record kept of attendance. Monthly progress meetings to be held with project manager and team regarding the project progress. All meetings conducted must have record of attendance and minutes.

4.2 Use of standard forms

All contractual communications are in the form of properly compiled NEC 3 letters or forms. Emails can also be accepted as a form of communication.

4.3 Invoicing and payment

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

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

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 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.

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

4.4 Records of Defined Cost

Records of defined cost to be kept by the Contractor in PDF format and these will include invoices and receipts etc., they will be requested by the Employer on an as and when required basis for the assessing of compensation event and clarify any cost related queries which might arise.

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

N/A

4.6 BBBEE and preferencing scheme

Where a change in the Contractor's legal status, ownership or any other change to his business composition or business dealings results in a change to the Contractor's B-BBEE status, the Contractor notifies the

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Employer within seven days of the change. The Employer reserve the right to terminate the contract if the Contractor status change to

4.7 Facilities to be provided by the Contractor

The *Employer* will provide toilets, ablution facility and eating amenities on the site to which works will be done. The *Contractor* shall provide everything else necessary for providing the service, thus including temporary facilities to keep any hazardous chemicals and any other temporary facilities deemed necessary by the *Contractor*.

4.8 Title to material from excavation and demolition

The Contractor shall notify the Project Manager in writing regarding all material and equipment that is to be removed from site as a result of this project and no equipment shall be removed offsite without prior approval

4.9 Design by the Contractor

All the required designs, manufacturing and installations works shall be in accordance with the *Technical Specifications* contain within the contract.

4.10 Cataloguing requirements by the Contractor

N/A

5. Requirements for the programme

The Contractor is required to submit a program for approval within 14 days of the award of this contract. This program shall be subject to discussion and review by the Project Manager prior to acceptance. The Contractor's proposed construction program shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Project Manager. The program shall clearly show:

(i) The proposed rate of progress in order to complete the Works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (All routes as stipulated under scope of works) for each element of the Works. Sufficient detail shall be provided to enable the Project Manager to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the program.

(ii) The sequence of activities and any dependencies (time or resource related) between them. (iii) The critical path activities.

(iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.

(v) Other information specifically required by the Project Manager

When drawing up the programme, the Contractor shall, inter alia, take into consideration and make allowance for:

(i) Expected weather conditions and its effects.

(ii) Known physical conditions or artificial obstructions.

(iii) Obtaining permits for all workers and staff, vehicle permits, vehicle operating permits for drivers and operators and radio operators.

(iv) The accommodation and safeguarding of public and traffic.

(v) Dealing with, altering and installing services.

(vi) The reasonable requirements and programmes of the Employer.

(vii) All other actions required in terms of this contract.

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The following details shall be submitted together with the programme.

- (i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- (ii) The detailed traffic and installation accommodation proposals on which the programme is based.

The Contractor shall base its initial programme of work on the scope of the work as described in the project specification and the schedule of quantities. This programme shall be reviewed on a regular basis by the Contractor in accordance with changing circumstances, delays and amendments to the work ordered by the Project Manager

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

Item	Date by which it will be provided
Electricity (<i>The Contractor submits his electricity requirements to the employer and the Employer directs the contractor to the point of connection. The Contractor provides all the necessary cables, fittings and qualified personnel for the connection prior start date of works</i>)	Before execution of works
Portable water (<i>the Employer provides a tap-off point for the contractor to connect to the local potable water network. The contractor provides the necessary piping, fittings and personnel for the connection prior start date of works</i>)	Before execution of works
ORHVS authorized person	Before and during execution of works
Toilets and Ablution facilities	As and when required
Area for storage of waste and hazardous storages or containers	As and when required
Canteen or Kitchen for eating and warming up food (contractor to bring own cups)	As and when required
Induction	Before execution of works

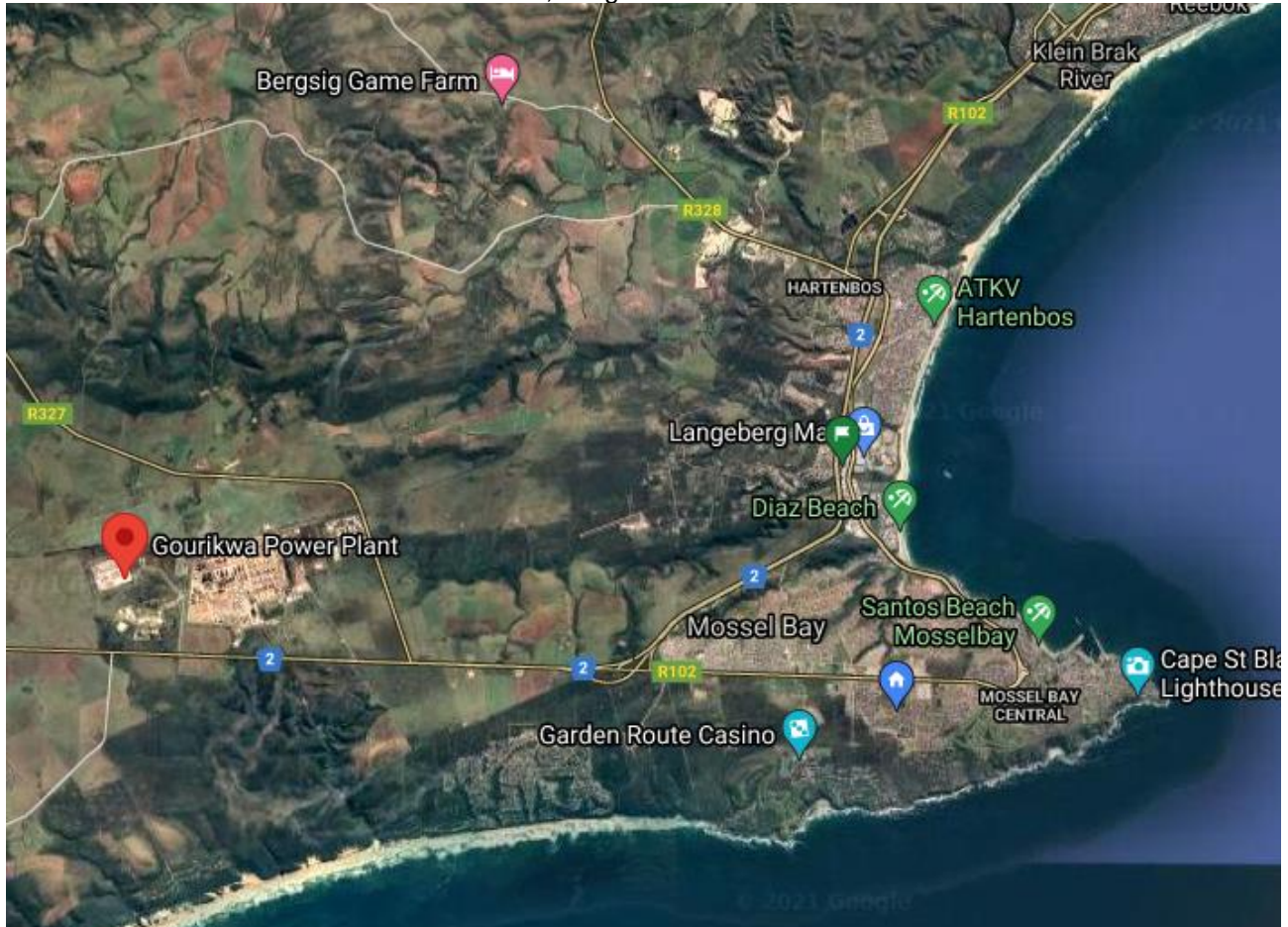
C4: Site Information

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.

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Gourikwa OCGT Power Station SA is located at 1 km West of PetroSA, Mossel Bay, SA. This infrastructure is of a Gas Power Plant with a design capacity of 740 MW (5 units). The first unit was commissioned in 2007 and the last in 2008. It is operated by Eskom Generating Division.

Location coordinates are: Latitude= -34.16684, Longitude= 21.9609



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

1. Access limitations

State if there is any physical, time or other “third party” constraint associated with gaining access to and doing work on the *site* that may not be immediately apparent from an inspection of the *site*.

Gourikwa Power Station is a National Key Point therefore the South African National Key Points Act, 1980 shall apply at all times. Access to the site is via main access gate. Access to the site is controlled and it is governed by the terms and conditions laid out by the employer. The contractor shall provide the site representative with copies of ID (Identity Document or Card) and the registration of the vehicles to which will be used to travel to site in order to arrange *Adhoc* access to site. The Contractor shall liaise with the Power Station security staff in order to obtain temporary permits for his staff and vehicles which will be working within the power station. The Contractor obtains “Gate Permit” from the Project Manager before materials and equipment can be removed from site. “Gate permit” gives itemised list of materials and equipment to be removed from site.

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

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

N/A

3. Hidden and other services within the *site*

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

N/A

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

If work is to be carried out on existing buildings or facilities Site Information would be the 'as-built drawings' of those buildings or facilities. If these are not a correct statement or not available other means of describing the existing buildings or facilities would have to be used, such as providing photographs

N/A