



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and

for Helpmekaar Radio Site Road Maintenance

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Documentation prepared by: Logan Moodley

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Helpmekaar Radio Site Road Maintenance

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the Contract, are contained in:

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

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1	Not Applicable	Not Applicable

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

Name &
signature
of witness

Date

C1.2 Contract Data

Data provided by the *Employer*

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Limited (Reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	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):	Logan Moodley
	Address	25 Valley View, New Germany, 3620
	Tel No.	
	Fax No.	
	E-mail address	
11.2(11)	The <i>works</i> are	Helpmekaar Radio Site Road Maintenance
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	Helpmekaar radio site GPS Co-ordinates 28°27'7.8"S, 30°25'31.3"E
30.1	The <i>starting date</i> is.	TBA
11.2(2)	The <i>completion date</i> is.	TBA
13.2	The <i>period for reply</i> is	2 weeks
40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	2 weeks
50.1	The <i>assessment day</i> is the	25th of each month.
50.5	The <i>delay damages</i> are	0,5% per day to a maximum of 5% of the contract value
50.6	The retention is	5%

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

80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the applicable "Format ECSC3" policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
82.1	The <i>Employer</i> provides this insurance	as stated for "Format ECSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	Either state the name of the person selected & complete the contact details below, or include the following statement as an alternative: the person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
	Address	
	Tel No.	
	Fax No.	
	e-mail	
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005)² and the following additional conditions Z1 to Z11 which always apply:

Z1 Cession delegation and assignment

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

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

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z3 Ethics

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

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

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

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

- Z3.3 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to clause 12.2:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and

- undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

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

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

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

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

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

Z11 Addition to Clause 50.5

- Z11.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Works.

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

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. Details of the insurance itself are available from the internet web link given below.

1. For the purpose of works contracts likely to be let under this contract (low value straight forward work), insurance provided by Eskom (the *Employer*) has been arranged on the basis of "**Format ECSC3**" as described on the web link given at the foot of this page.
2. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below under the **Format ECSC3** and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 "The *Contractor* provides the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
3. When Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
4. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**

http://www.eskom.co.za/live/content.php?Item_ID=9248

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

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

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

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

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

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

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

10.1 The *Contractor* is (Name):

Tel No.

Fax No.

E-mail address:

63.2 The percentage for overheads and profit added to the Defined Cost for people is

63.2 The percentage for overheads and profit added to other Defined Cost is

11.2(9) The Price List is in **the document called 'Price List' in Part 2 of this contract.**

11.2(10) The offered total of the Prices is:
R **excluding VAT**
[Enter the total of the Prices from the Price **[in words]**
List]:
excluding VAT

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

C2 Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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

C2.2 Price List

The Price List is as follows / contained in the BOQ below:

Helpmekaar High Site Road Maintenance				2022	
No.	Description	Unit	QTY	Rate	Total
	PRELIMINARIES AND GENERAL				
A	FIXED CHARGE ITEMS				
	The Contractor shall establish the site camp and maintain throughout the construction period and allow for removal of such upon completion of Works				
A1	Contractual requirements i.e., insurance's, statutory contributions, etc.	sum	1		
A2	Site Establishment	sum	1		
A3	Stores	sum	1		
A4	Sanitation	sum	1		
A5	Electricity	sum	1		
A6	Complying with Health and Safety Specifications	sum	1		
A7	Complying with Environmental Management Plan and all other compliance obligations.	sum	1		
A8	Site De-Establishment	sum	1		
	Sub Total				

B	TIME RELATED				
B1	Office complete as per works information	sum	1		
B2	Staff Accomodation	sum	1		
B3	Sanitary facilities	sum	1		
B4	Stores	sum	1		
B5	Water, Sanitation and Electricity	sum	1		
B6	Communication	sum	1		
B7	Supervision	sum	1		
B8	Site Security as per works information	sum	1		
B9	Plant and Equipment: TLB and Roller/Crusher	sum	1		
B10	Complying with Health and Safety Specifications	sum	1		
B11	Complying with Environmental Management Plan and all other compliance obligations.	sum	1		
	Sub Total	B Total			
		A+B Total			
No.	Description	Unit	QTY	Rate	Total
1	MAINTAIN EXISTING ACCESS ROAD				
1.1	Clear site of trees, shrubs, debris etc and dispose where instructed by Environmental Compliance Officer and given writing by the Engineer's Representative.	m ²	300		
1.2	Cut to spoil 150mm in-situ material for parking area and the entire road	m ³	80		
1.3	Ripping material in existing parking area and entire road to depth of 100mm and recompacting insitu material to 90% MOD AASHTO minimum density.	m ³	120		
1.4	Repair existing radio site parking area with 100mm imported G5 commercial material, compacted to 93 % mod on the surface.	m ³	220		
1.5	Construct Concrete Twin track: 700mm wide by 120mm deep. Spaced at 800mm apart with min 25Mpa concrete strength in 28 days. Commence with a 1m full reinforced concrete berm (joining both tracks) rounded off to join parking area	m ³	90		
1.6	Construct Full concrete road, 100mm deep, 3m wide with min 25Mpa concrete strength in 28 days	m ³	85		
1.7	Multicell 100mm	m ²	840		
1.8	Reference 193 mesh to concrete strips	m ²	800		
1.9	Geotextile Fabric in between the bottom of concrete strips and embankments	m ²	800		
1.10	"Modified AASHTO Density" test.	no.	20		
1.11	Making and testing 150 x 150 x 150mm concrete strength test cube, slump tests (75mm) and complete with certificate.	sum	30		
1.12	Minimum 100- 120mm depth Stoning 26mm size to form "middle section". Level with 120mm tracks.	m ³	80		
1.13	50 – 100mm Stones placed on outer edges to create tapered berm of 300mm width each side.	m ³	50		
	Allow for expansion joints to be constructed in every 5m in both full concrete	m	152		
	Allow for rubble removal from demolitions and the works to a nearby registered dumping site.	Item	1		
		C Total			

	SUB-TOTAL	A + B + C			
	VAT15%			Allow 15% Contigencies	
	GRAND TOTAL	TOTAL INCLUDING 15% CONTIGENCIES			

C3: Scope of Work

C3.1 Works Information

Helpmekaar Radio Site Road Maintenance

The contractor to undertake scope of work as per design documents provided by Eskom Telecommunications which covers a road length of 760m between the main road (R33) to the radio high site position thus providing easy access. The sections of the road will be shaped & constructed through the following layer works as briefly summarised below:

- Site preparation & clearing of vegetation & debris
- 150mm cut to spoil and compact in-situ material to 90% MOD AASHTO Density
- 100mm imported G5 base layer & compact to 93% MOD AASHTO Density
- 100mm imported G5 base layer for parking area & compact to 93% MOD AASHTO Density
- 120mm deep reinforced concrete strips with concrete block in-between holding strips together every 10m and broom finish to provide skid resistance
- 100mm concrete multi-cell surfacing and broom finish to provide skid resistance
- Concrete slabs of 1 x 3m to be constructed at concrete road strip ends along road length
- Stoning in-between concrete road strips & outer edges of the concrete road
- All works according to SANS 1200 & Eskom guidelines
- Site Rehabilitation upon completion (as applicable)
- Note "Hold points" to be complied with as per Scope of work (Annexure-1)

Contractor to notify DoL (Department of labour) of construction work as per construction regulations & retain acknowledgement receipt in site file. Detailed method statement to be provided by contractor. All work shall be guided by relevant design & specifications provided.

2 Drawings

- Detailed drawings to be provided by Eskom Telecommunications

3. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
240-130399885 Detailed Specification Civil design	Rev0	
240-73198174 Technical SHE specification	Latest	
240-77471499 Acknowledgement of Eskom Rules	Latest	
240-70044602 Template for OHS Risk Assessment	Latest	
Construction Regulations	Latest	

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

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

- A site specific induction shall be carried out before site works can commence

4.1 Meetings

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

4.2 Use of standard forms

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

4.3 Invoicing and payment

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

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

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

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

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

Email addresses for invoice submission:

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

4.4 Records of Defined Cost

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

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

Not Applicable – refer to SD&L requirements

4.6 BBBEE and preferencing scheme

Specify constraints which Contractor must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measure - Refer to SD&L requirements

4.7 Facilities to be provided by the *Contractor*

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

4.8 Title to material from excavation and demolition

As per SOW

4.9 Design by the *Contractor*

As per Scope of work

5. Requirements for the programme

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

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

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

Item	Date by which it will be provided

C4: Site Information

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

Helpmekaar Radio Site, 760m of Site Access Road maintenance

Located along the R33 between Greytown & Dundee areas of Kwazulu Natal operating unit.
GPS Coordinate: **28°27'7.8"S, 30°25'31.3"E**

For further clarifications contractor to attend compulsory MS Teams meeting

1. Access limitations

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

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

As per scope work

3. Hidden and other services within the *site*

As per scope work

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

Only where tower is located