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NEC3 Engineering and Construction

Short Contract (ECSC3)

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| **A contract between** | **Eskom Holdings SOC Ltd (Reg No. 2002/015527/30)** | |
| **and** |  | |
| **for** |  | |
| **Contents:** | Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments) |  |
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|  |  |  |
| **ENQUIRY NUMBER:** | **WCPK1076JP** |  |

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:

**Repairs to Zaaifontein Road**

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***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **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]](#footnote-1) is (Name): | | **Ephraim Kumalo** |
| Address | | **Megawatt Park, Maxwell Drive, Sandton, Johannesburg** |
|  | | | Tel No. | | **0731525227** |
|  | | | Fax No. | | **0865607326** |
|  | | | E-mail address | | **kumaloe@eskom.co.za** |
| 11.2(11) | | | The *works* are | | **The Repairs to Zaaifontein Road** |
| 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 | | **Ingula Pumped Storage Scheme** |
| 30.1 | | | The *starting date* is. | | **1 May 2023 or asap** |
| 11.2(2) | | | The *completion date* is. | | **29 September 2023** |
| 13.2 | | | The *period for reply* is | | **1 week** |
| 40 | | | The *defects date* is | | **52 weeks after Completion** |
| 41.3 | | | The *defect correction period* is | | **4 weeks** |
| 50.1 | | | The *assessment day* is the | | **1st of each month.** |
| 50.5 | | | The *delay damages* are | | **R0 per day** |
| 50.6 | | | The retention is | | **10% on last Payment** |
| 51.2 | | | The interest rate on late payment is | | **0%** |
| 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**](http://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).** |
| 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**](http://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 | | **[●] 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)[[2]](#footnote-2)[[3]](#footnote-3) and the following additional conditions Z1 to Z11 which always apply:** | | |
|  | |  | | | |
| **Z1** | | **Cession delegation and assignment** | | | |
| Z1.1 | | The *Contractor* does notcede, 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. | | | |
|  | |  | | | |
| **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. | | |
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| **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. | | | |
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| **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:**

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| **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  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  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**  *Employer*’s property  The replacement cost where not covered by the *Employer*’s insurance  The *Employer*’s policy deductible as at contract date where covered by the *Employer*’s insurance  Other property  The replacement cost  **Bodily injury to or death of a person**  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 minimum limit 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 | | |

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| **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 ccompliance 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 ooccupational exposure limit. |
| **Parallel Measurements** | | means mmeasurements 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, normalized 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]](#footnote-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  [Enter the total of the Prices from the Price List]: | **R[●]**  **excluding VAT**  **[in words]**  **[●]**  **excluding VAT** |

C2 Pricing Data

**C2.1 Pricing assumptions**

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 -** This section must be read in conjunction with the scope and specifications (Works Information)

**THE PRICE LIST IS AS FOLLOW:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Description** | **Unit** | **QTY** | **Rate** | **Price** |
| **1** | **Preliminary and General** | | | | |
| **1.1** | Site Establishment | Sum | 1 |  |  |
| **1.2** | Contractor’s obligation in respect of the Occupational Health and Safety Act and construction regulations. Health and Safety file preparation and submission. | Sum | 1 |  |  |
| **1.3** | Site De-establishment | Sum | 1 |  |  |
| **1.4** | Portable toilets | Sum | 1 |  |  |
| **1.5** | Storeroom/Office Container | Sum | 1 |  |  |
| **1.6** | Other (specify and list with quantities) | Sum | 1 |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **2** | **ROAD REPAIRS, REGRAVELING AND BLADING-** The *Contractor* to supply and deliver all necessary materials, machinery, tools and equipment required for the repairs as stated in the Works Information. Repairs includes pothole repairs, rehabilitation of eroded areas, grading by road grader, blading, spot re-gravelling, reworking, watering and compaction. |  |  |  |  |
| **2.1** | Provision of safety signs, traffic safety equipment and flagmen. This includes traffic accommodation where required. | Sum | 1 |  |  |
| **2.2** | **IN SITU PREPARATION OF ERODED AREAS** |  |  |  |  |
| **2.2.1** | In situ preparation and compaction of in-situ surfaces- Tendered rates includes shaping, scarifying, mixing of in situ material and compaction to the specified density. Recompact ground surfaces for a depth of 150mm. This includes breaking down oversize material, and compacting to 93% MOD AASHTO and trimming to required levels. The rate includes all plant, equipment, operators and resources to carry out the works. | m2 | 24000 |  |  |
| **2.2.2** | Cart wearing course from designated stockpile (Tunnel Spoil Stockpile) to areas where placement is required (200mm) thick. This includes, preparation, spreading the material and breaking down oversize gravel material, compaction, watering, mixing, levelling, grading, slush compacting, finishing and testing (Modified AASHTO density tests and field compaction tests). The rate includes all plant, equipment, operators and resources to carry out the works. | m2 | 24000 |  |  |
| **2.3** | Blading by road grader, watering and compaction. This includes clearing, trimming, tidying and finishing off the road within the road reserve | km | 3 |  |  |
| **3** | **Equipment/ Plant** |  |  |  |  |
| **3.1** | Tipper truck | hour |  |  | Rate only |
| **3.2** | TLB | hour |  |  | Rate only |
| **3.3** | Grader | hour |  |  | Rate only |
| **3.4** | Front end loader | hour |  |  | Rate only |
| **3.5** | Vibrating roller | hour |  |  | Rate only |
| **3.6** | Water truck | hour |  |  | Rate only |
|  |  |  |  |  |  |
| The Total of the Prices is (excluding VAT): | | | | |  |

# C3.1 Works Information

**C3.1.1 Description of the *works***

The *works* make provision for Road Repairs to the Zaaifontein Gravel Road at Ingula Pumped Storage Scheme (IPSS). This includes the surface maintenance of the wearing course, pothole repairs, grader blading, rehabilitation of eroded areas, re-gravelling, reworking, watering and compaction.

**Background**

Eskom initiated a study on appropriate sites for a pumped storage scheme in the1980’s. After the short listing of 3 possible sites the current site, north east of Van Reenen’s Pass, spanning the escarpment of the Little Drakensberg straddling the provincial boundary of Free State and KwaZulu Natal was chosen. This is also the continental watershed between the Vaal, flowing into the Atlantic Ocean, and the Tugela catchments, flowing into the Indian Ocean. Ingula Pumped Storage Scheme consist of an upper and a lower dam; both of approximately 22 million cubic metres water capacity. The dams, 4.6 km apart, are connected by underground waterways, through an underground powerhouse, which house 4 x 333MW pump turbines. Access to the Power Station complex is via an asphalt surface road leading to the Administration Building from the main access gate.

The road that requires remedial work is typically used for access to Zaaifontein Housing Development by Eskom Employees and joins into road D474 within Emnambithi-Ladysmith Municipality (See Figure 1 below). The road (3km long, 8m wide including shoulders) is an unsurfaced road and was constructed during the inception phase of IPSS. The road layer works consists primarily of tunnel spoil derived from tunnelling operations during construction. The access road is showing signs of scattered occurrences of distress and fatigue. Potholes, corrugations, localized rutting, stoniness and erosion is prevalent.

***Employer’s* Objective**

* The *Employer’s* objective is for a competent *Contractor* to perform repairs to the road.
* The road maintenance work to improve riding quality, serviceability, and drainage properties.

***Employer’s* Philosophy**

* The *works* should have optimal structural strength as required.
* The *works* must be properly executed and provide high quality and technical performance.
* The *works* must be safe and fit for purpose.
* The execution and construction methods of the *works* to be as per the relevant standards.

**Engineering Philosophy**

The Engineering Philosophy which includes the selection of materials of the structures and the application is performed in accordance with latest internationally accepted standards. A competent *Contractor* will be required to provide the *Works* as stated in the works information.

**Maintenance Philosophy**

Maintenance of the *works* is kept at a minimum. Maintenance includes ease of inspection and replacement. Maintenance philosophy is to ensure long-term civil health.

**Operating Philosophy**

Perform maintenance and replacement of civil infrastructure to maintain and increase the design and operating life of civil structures.



Gravel Road (3km)

Road width (8m)

**Site Locality Plan**

Figure 1 Gravel Road- Zaaifontein Housing Development Access Road

**C 3.1.2 Scope of work**

The Scope must be read in conjunction with the specifications as stipulated in Section C3.12 to C3.4. Discrepancies or ambiguities are to be reported to the *Employer* prior to submission of tender. The *Contractor* must submit all work methods, procedures and specifications to the *Employer* for acceptance. The Scope of *works* entails the provision of services to safely repair the road in accordance with the Works Information.

The *works* comprises the following:

|  |  |
| --- | --- |
| **Applicable Structure** | **Scope** |
| Zaaifontein Gravel Road | * Submission of all work methods and procedures to the *Employer* for acceptance*.* * The *Contractor* to provide resources, equipment and services in compliance with the OSH Act. * The *Contractor* to supply and deliver all necessary materials, machinery, tools and equipment required for the repairs as stated in the Works Information. * Repair existing gravel road this includes, pothole repairs, rehabilitation of eroded areas, grader blading, re-gravelling, reworking, watering, and compaction. |

***The Contractor assesses the full scope of work at the site inspection meeting and submits tender accordingly. The Contractor shall check and verify the as built condition. The scope is read in conjunction with specifications and the pricelist.***

1. **Disciplines in which services sought:**

Civil Engineering, Road Repairs, Gravel Road Construction and Maintenance with skilled Construction Plant Operators.

**2. Drawings**

|  |  |  |
| --- | --- | --- |
| **Drawing number** | **Revision** | **Title** |
| **N/A** |  |  |
|  |  |  |
|  |  |  |

The drawings provided by the *Employer* are for reference and pricing only. The *Contractor* verifies the correctness of these drawings against the As Built condition prior to commencing with the Works. Nothing in the drawings lessens the *Contractor’s* obligations as detailed in any other documents forming part of the Contract.

**3. Specifications**

|  |  |  |
| --- | --- | --- |
| **Title** | **Date or revision** | **Tick if publicly available** |
| **General Specifications:** |  |  |
| **Health and Safety requirements: OHSA No 85 of 1993** |  |  |
| **Environmental requirements: National Environmental Management Act of 1988** |  |  |
| **Site regulations and access control** |  |  |
| **Eskom’s Procurement and Supply Chain Management Procedure 32-1034** | **Rev 1** |  |
| **Plant Safety Regulations: GGR 0992** |  |  |

## 3.1 Technical specifications:

### Standard specifications

Inspections and assessments must comply with the following specifications. The following SANS specifications for Civil Engineering is applicable to the work.

|  |  |  |
| --- | --- | --- |
| **Reference number** | **Title** | **Tick if**  **Publicly**  **available** |
| SANS 1200 | 1200 series specification for civil work | **√** |
| COTO-2020 | Committee of Transport Officials-Standard Specifications for Road and Bridge Works for South African Road Authorities- DS October 2020 | **√** |
| TMH 12 2000 | Standard Visual Assessment Manual for Unsealed Roads | **√** |
| TRH 20 | The Structural Design, Construction And Maintenance Of Unpaved Roads | **√** |
| 240-99527377 | Inspection Manual for Civil Works at Eskom Power Station | **\*** |
| 240-84418186 | Road Specification Manual | **\*** |
| GGS 0315 | Standard drawing practice | **\*** |
| GGS 0441 | Drawing record system | **\*** |
| GGG 0462 | Quality requirements for engineering and construction works | **\*** |
| 32/421 | Eskom Life Saving Rules | **\*** |
|  | The Occupational Health and Safety Act No. 85 of 1993 and Regulations | **\*** |
|  | The Compensation for Occupational Injuries and Diseases Act No.130 of 1993, amended by government notices to 30 April 2004 or Equivalent | **\*** |

\* Available on request

The revisions and amendments of the Specification documents that apply are the latest revisions and amendments in force at the time of the Contract authorisation. Nothing in the Specification documents lessens the *Contractor*’s obligations as detailed in any other documents forming part of the Contract.

### Particular specifications and Performance Requirements

### Gravel Material/ Tunnel Spoil

### The *Contractor* shall note that he will be required to use site material situated within approximately 3 km of the working site during execution of the *works*. If however this material is inadequate and/ or insufficient, the contractor shall be required to obtain the necessary material from elsewhere. The contractor is expected to advise on suitability of Materials for road construction and give guidance on what need to be done to improve or make the materials suitable. The *Project Manager* shall point out to the *Contractor* the location of the site material. In addition, the *Contractor* shall request for access to the designated site material stockpile as determined by the *Project Manager* and it shall be noted that no borrow pits will be opened. The *Contractor* takes into account the location and distance of stockpiled material to use for repairs and includes this into the price.

* The *Contractor* to perform a detailed site inspection to note the existing features and as built condition. The *Contractor* takes cognisance of the surroundings that may potentially impact the *works* during implementation.
* The contractor shall carry out base line tests at their own costs which include Optimum Moisture Content, Maximum Dry Density etc. and present the information to the employer.
* The *Contractor* shall carry out at his own cost the required process control testing as specified in terms of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO),

Draft Standard (DS), October 2020. The material specifications to meet the requirements of TRH 20.

* The *Contractor* provides Transport and Equipment to perform the *works* this includes all that is necessary to perform the *works.* This would typically include, Tipper trucks, TLB (Tractor ,Loader, Backhoe), Grader, Water Truck, Vibratory Rollers etc. Plant and Equipment used must be fit for purpose as per the standard guidelines for road maintenance (refer to Section 3.1).

### Subgrade Preparation

* The *Contractor* shall regrade the road surface in such a way that the water drains away from the riding surface and make sure that the drains do not pose danger to the road users. Identifies areas that requires uplifting of the road to prevent water run-off on the riding surface by performing a survey. Initially the subgrade should be cleared of vegetation. All vegetable matter and organic soil to be removed. The road bed should be ripped and mixed with the existing tunnel spoil, laid and compacted to 90% Mod Aashto
* Subgrade preparation includes sound in-situ material before placing wearing course.

### Re-graveling and Blading Operation Specification (Eroded Areas, Potholes etc.)

* Gravel wearing course to be compacted to at least 95% Mod Aashto.
* The Construction of layers to be used using conventional construction methods, see Section 3.1. The tendered rates to include the following:
* Spreading the material and breaking down oversize gravel material using one normal grid rolling operation or an equivalent operation.
* Removal of up to 5% of the compacted layer volume of oversize material that cannot be broken down.
* Supply and adding of water for compaction purposes.
* Mixing, levelling, and compacting to the specified density.
* Slush-compaction of material layers or other layers that may be specified to receive slush-compaction.
* Finishing the layers in accordance with the specifications and the Contract Documentation.
* Removal of all material in the windrow after the compaction of the layer has been completed.
* Clearing, trimming, disposing of material, tidying and all other work to be done for finishing off the road.
* The *Contractor* to supply all plant and equipment required to carry out the *works*.
* The type of blading required will depend on the condition of the wearing course of the existing gravel road section. The blading will be from the one side of the road to the other side by means of a grader moving material across the road width.
* Method of blading will be wet blading, heavy blading or grading as per the TRH/TMH manuals and Gravel Road Maintenance guidelines.
* The cross section of the road profile to be maintained as per the existing as far as possible. Typical cross fall and camber to vary between 3% and 5% depending on the section of road. Superelevation to be maintained where applicable.
* Re-graveling, reworking, blading and compaction to be in accordance with TRH 20 and COTO specification.
* The work to be executed in accordance with the relevant codes of practice, standards, regulations, municipal laws and by-laws, manufacturer’s specifications and codes of practice and all additional and particular specifications included in this document.
* All construction work to conform to the relevant SANS specifications.

#### Supplier Documentation

Documentation and information (specific to this project) to be provided by the *Supplier* for *works* includes:

* A Quality Management Policy.
* A Quality Management System that meets or exceeds the requirements of ISO 9001. Relevant and applicable certification and the quality management policy to be submitted.
* Name of company, facility, web address, e-mail address, contact telephone number and physical address.
* Provide verifiable/auditable evidence that the *Contractor* has experience in the road construction and systems for similarly sized projects in comparable environments.
* Provide an organogram, specific to this particular supply, detailing all the positions and individuals responsible for technical expertise and logistic support. Curriculum vitaes of these key personnel shall be included with the submission. Suitably qualified technical supervisors and inspectors are considered key in the process. In this regard details of personnel number, qualification type, level and experience to be provided as part of the organogram.

#### Pre-job Meeting

* A pre-job meeting to discuss and analyse the procedures and processes to be used on the project shall be held prior to commencement of the work. The purpose of the pre-job meeting would be to ascertain specifics in relation to this specification. Attendance shall include the *Employer*, *Suppliers*, manufacturers , Contractors and all key role players.

#### Contractor Skills and Competency

### The *Contractor* shall ensure that there are at all times sufficient suitably qualified, experienced and skilled staff to carry out and supervise all activities. The skills and competency is referenced to re-gravelling, blading, road construction, routine maintenance, drainage and ancillary works.

### Quality Assurance

### Supplier Capability

* The *Employer* may, at his discretion, require a Quality Audit of the *Supplier* to ensure that he has the management, facilities and skilled staff to carry out the work in accordance with the specification.
* The *Supplier* shall retain full responsibility for the quality of his work and of materials used, irrespective of any quality surveillance that may be carried out by the *Employer*

### Quality Control

* The *Supplier* shall have the necessary equipment and qualified staff to carry out the quality control required to ensure compliance with the specification.
* Quality control shall be carried out by a qualified individuals. Quality control cannot be carried out by the site supervisor or any member of staff involved in production and programming.
* These records shall be kept in a format that meets the approval of the *Employer*.
* The cost of quality control shall be included in the *Supplier’s* tender price.
* Before the commencement of the contract, the *Supplier* shall prepare the following:

(i) A Quality Plan detailing each activity to be carried out during the execution of the works. Each activity shall be supported by a detailed Works Procedure/Method Statement for that activity. The Quality Plan will also detail the inspection requirements of each specific activity, listing whether it is a review, witness or hold point, and defining the responsibilities of the various parties at each stage of the works.

(ii) The Safety File as required in 3.3.

* The *Supplier* shall provide the necessary documentation to be used during all quality control inspections. Such documentation shall be reviewed and approved by the *Employer* before work commences.
* The *Supplier* shall produce evidence that he has copies of, and understands, all reference documents listed under Section 3 ‘Specifications’.

## Clean working Conditions

* The site is kept and left in a clean and orderly condition as the work progresses and upon completion thereof.
* The *Supplier* stores equipment, materials and plant for which he is responsible in an orderly manner.

## Quality management

* The quality requirements are captured in the *Supplier* Quality Management Specification QM 58 (240-105658000), which specify and describe the minimum quality criteria for the selection, evaluation, registration, monitoring and auditing of suppliers.
* The programming of inspections, hold and witness points is agreed between the *Employer* and the *Supplier* prior to undertaking any work.

## Safety and Occupational Health Management

### General Safety

* The Contractor must submit a detailed and comprehensive Safety Health and Environmental Plan as required by amongst others the Construction Regulations, Hazardous Chemical Substances Regulations, General Administration Regulations, General Safety Regulations of the Occupational Health and Safety Act 85 of 1993, Eskom’s SHEQ Policy 32-727, 167A/271: Health and Safety Requirements for Contractors, etc. which will include amongst others:
* The safety file needs to be signed off by the client before any work can commence.
* Method statements for all activities should be part of the safety file and plan.
* A Letter of Good Standing (compulsory):
* Appropriate statutory appointments;
* Medical Certificates of Fitness issued by registered Occupational Health Practitioners;
* Method Statements/Procedures for all tasks as identified in the Risk Assessments;
* The Contractor and his personnel will attend an induction meeting on site and sign the attendance sheet provided as proof of attendance.
* The *Supplier* shall ensure that adequate precautions are taken to avoid fire hazards, as required by the General Safety Regulations, Construction Regulations of the Act, and any Eskom requirement related to fire risks.

**C3.4. Constraints on how the *Contractor* provides the Works**

1. **Access**

* The *Employer* will provide access to the site for the *Contractor* to conduct repair works. The Zaaifontein access road can be accessed via the main access road and/or external gravel road at IPSS.
* Working space may sometimes be restricted. General access to the power station complex is controlled and it is mandatory that the *Contractor* adheres to all security regulations in force at all times.

1. **Functional Requirements**

* The *Contactor* must provide sufficient Equipment and tools to carry out the work. The *Contractor* shall have all the necessary ancillary Equipment and hand tools available for the work. The Engineer shall be entitled to request reserve plant should there be any doubt as to the efficiency or capability of the Equipment provided.
* It is mandatory that the *Contractor* be certified (in terms of the South African Occupational Health and Safety Act of 1993 and Construction Regulations 2014), and has the necessary skills to carry out the *works* as per the Works Information. The structures are safe for use and are structurally sound.

* The *Contractor* shall provide detailed procedures that shall be employed, describing step by step how the Contractor performs the *works*.
* The Contractor shall provide an organogram, specific to this particular supply, detailing all the positions and individuals responsible for technical expertise and logistic support. Curriculum Vitaes of these key personnel (e.g. person leading the inspection team, rope access supervisor, corrosion applicators etc.), shall be included with the Safety Plan. Suitably qualified technical backup or support, Quality Assurance and Quality Control personnel are considered key in the execution process. In this regard, details of the personnel number, qualification type, level and experience to be provided as part of the organogram.

The *Contractor* does not modify any plant or materials unless accepted by the *Employer* prior to site execution.

1. **Start of Works**

A site inaugural meeting is held between the *Contractor* and the *Employer*, where details of the *Works* are discussed and clarified prior to site execution. The start of *Works* shall be as per the contract documentation.

1. **Transporting of Employees**

The *Contractor* is in all respects responsible for the housing and transporting of employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

Note that with the current pandemic facing our country Eskom only allow 50% loading capacity per vehicle and no passengers to be transported at the back of the bakkie or any other vehicle which is not approved for transporting passengers and without proper equipped seat belts

1. ***Others***

The *Contractor* notes that there may be other work taking place during the period when he is providing the

*Works*. The *Contractor* liaises with *others* in this regard.

1. **Subcontracting**

All Work done by specialist *Contractor* is the responsibility of the *Principal Contractor*. The *Employer* shall accept *works* as provided by the *Contractor*.

1. **Debris**

The *Contractor* must remove all debris generated from and transports it to a designated spoil site. All spoil material generated by the *Works*, is disposed of by the *Contractor* at the municipal designated dumping site and the *Contractor* must provide proof or certification thereof.

1. **Medical facilities**

No medical facilities are available on site.

1. **Sanitation of the Works**

The *Contractor* is responsible for providing all the required sanitary services necessary and ensuring that the toilets are clean, neat and in a hygienic condition. The *Contractor* makes arrangement for the removal and disposal of sewage for duration of the *Works*. The sanitation of the *Works* is arranged and maintained by the *Contractor* to the satisfaction of the *Employer*. The *Contractor* is advised to visit the site to familiarize the nature and position of the site.

1. **Security of Works**

The *Contractor* is entirely responsible for the security of all the *Works*, materials, equipment and lighting and other precautions as necessary to ensure security against theft, loss or damage. The *Contractor* is advised to visit site to familiarize with the nature and position of the site.

1. **Tool and Equipment**

The *Contractor* supplies all tools and Equipment for the *Works* including safety harnesses approved by the *Employer* and step ladders with their inspection records.

1. **Meetings**

Before any work can commence on site, the *Contractor* and all staff is to attend site induction. The *Contractor* is to allow 2 hours for this. All personal will be required to submit copies of their identity documentation at this point.

The *Contractor* will be required to sign on to the workers register each morning and sign out each afternoon. A responsible person (RP) will be appointed by site and will be responsible for the area where the *works* is taking place. The RP will be responsible for ensuring that everyone signs on and off the register, ensure that everyone is aware of the Eskom rules and will confirm that the area is still safe for work. The *Contractor* must notify the RP of the daily work plan prior to execution of works.

The *Contractor* is to hold a toolbox talk each morning before commencing with the *Works* to discuss the previous day’s work and to ensure that everyone understands what is required of them.

*When required, the Contractor* must have a representative at each daily morning Outage meeting.

1. ***Contractor* representation**

The *Contractor’s* Site Supervisor is on site for the entire duration of the *Works*.

1. **Facilities to be provided by the *Contractor***

* If required the *Contractor* is required to provide his own containers to be used as an office or for storage.
* The *Contractor* supplies all tools and Equipment for the *Works*.
* The *Contractor* provides sanitary facilities and potable water for personnel taken into account the duration of *Works*, location and surroundings.
* The *Contractor* is entirely responsible for the security of all the *Works* for 24-hour period.

1. **Title to material**

The *Contractor* has no title to plant and/or materials resulting from him carrying out the *Works*.

1. **Design by the *Contractor***

The *Contractor* does not design any of the work.

1. **Quality Management**

The quality requirements are as per 240-105658000 – Supplier Quality Management. The *Contractor* utilizes the *Employer*’s forms for requesting access, etc. These request forms are submitted to the supervisor at least one week prior to the requested date.

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the *Contractor*, and the *Contractor* shall institute a quality control system and provide suitably qualified staff to ensure adequate supervision and positive control of the works at all times.

The programming of inspections, hold and witness points of the repairs is to be agreed between the *Employer* and the *Contractor* prior to undertaking any work.

The Contractor’s attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The *Contractor* shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the *Employer* for inspection, the *Contractor* shall furnish to the *Employer* the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the specifications.

1. **Clean working conditions**

Progressive and systematic finishing and tidying will form an essential part of this contract. The *Contractor* must undertake to dispose of the building rubble as there is no capacity on site to dispose. Materials of value belong to the *Employer* and not the *Contractor*.

Under no circumstances shall materials, Equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the *Employer* shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

The *Contractor* is responsible for Clean Working Conditions, for the duration of the work, and uses the *Employer’s* Standard Reference no 167A-139, as a minimum requirement.

The *Contractor* is responsible to establish and maintain a protected environment around the work area. Only persons authorized by the *Employer* have access to the work area. Precautions are enforced by the *Contractor* to ensure that no foreign objects are lying around at any stage of the work.

The *Contractor* stores materials and Equipment for which he is responsible in an orderly manner.

The *Contractor* ensures that the working area remains clean for the duration of the works.

1. **Health and Safety requirements**

**Health, safety and the environment**

Work conducted in a waterway, which is clearly defined as a confined space, can by its very nature be hazardous. In this regard potential tenderers must be able to demonstrate their ability to conduct work in confined spaces safely by producing and complying with the following:

The *Contractor* shall submit a detailed and comprehensive **Safety, Health and Environmental Plan** as required by amongst others the Construction Regulations, General Administration Regulations, General Safety Regulations of the Occupational Health and Safety Act 85 of 1993, Eskom’s SHEQ Policy 32-727, Eskom’s Permit to Work System, specifically the Plant Safety Regulations that addresses work in confined spaces, 32-418 - Work at Height, 167A/271: Health and Safety Requirements for Contractors, etc. which will include amongst others:

* A **valid and verified** Letter of Good Standing **(mandatory)**:
* Risk Assessments including a Fall Protection Plan that must include a detailed fall rescue plan, especially since work at height will be required; mitigation of slip and fall hazards in the Surge Shaft or waterways; Personal Protective Equipment, etc.;
* Appropriate statutory appointments specific to the risks of the tasks, e.g. a competent fall protection plan developer, competent risk assessment developer, rescuers, first aiders supervisor, etc.;
* Medical Certificates of Fitness issued by a registered occupational health practitioner or occupational medicine practitioner;
* Method Statements/Procedures that specifically address the tasks and their hazards.
* Competencies specific to the tasks, e.g. training in fall arrest systems, maintenance of fall protection equipment, fall rescue, emergency management, risk assessment methods, supervisory skills, etc., issued by accredited safety training service providers;

The *Contractor* and his personnel will attend an induction meeting on site that will detail site health and safety requirements and expectations during the contract, e.g. actions required during an emergency, incident accident reporting, worker identification, security requirement, etc. *Contractor* employees will be required to sign the attendance sheet provided as proof of attendance.

The *Contractor* is responsible for the medical treatment of his/her personnel should it be required, and must adhere strictly to the requirements of COID and the contract.

## Environmental Management

The *Contractor*’s attention is drawn to the fact that the Power Station is situated in a highly sensitive area with respect to the environment.

The *Contractor* acquaints himself with all statutory and local environment regulations and adheres to these without exception, especially the requirements of the National Environmental Act, Number 107 of 1998 and its Regulations.

Any waste that is generated shall be stored, labelled and disposed in the manner prescribed in the applicable legislation governing the management of waste.

The required SHE Plan must be submitted for evaluation **before** any work commences, and no contractor or his/her personnel will be allowed to conduct any work with a duly approved SHE Plan.

**Security Criminal Compliance:**

The contractor is subject to the condition that both the contracting company’s management and its employees will provide Eskom with a clear criminal record not older than thirty (30) days from a reputable screening company. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures for the safe performance of the work as required in the scope of the contract.

**The contract is subject for termination should an awarded contractor fail to comply with the criminal record check process requirements and/or critical staff identified as part of the contract, failing the screening requirements.**

1. **Site Clearance**

The *Contractor* removes all his equipment, plant and waste generated during the *Works* on takeover of the *Works*.

**C 3.5 Requirements for the programme**

The *Contractor* submits a bar (Gantt) chart programme in PDF format, detailing how the Works is executed within the stipulated dates, including weekends and public holidays. The programme must include the following:

* Lead time from Contract start date to Site Establishment
* Proposed time to complete each activity as per the scope of work.
* Resources needed per activity
* Links between activities indicating predecessors and successors.
* Site establishment and de-establishment duration
* Health, Safety and Environmental considerations including 2 hours for Induction training.
* Float per activity and terminal float for the full schedule.
* Quality verification and testing activities.
* Key deliverable dates.

The programme will be subject to acceptance by the *Employer* and must be within the offered timeframes during tender stage.

The schedule needs to be updated on a daily basis and be available to the *Employer* when required. The updated schedule must be presented to the *Employer* by each Friday of each week during the execution phase of the *Works*. An Early Warning must be tabled every time the updated schedule indicates lateness of any activities on the critical path.

The *Contractor* must stick to the agreed programme and any changes to it need to be approved by the *Employer*.

**C 3.6 Services and other things provided by the *Employer***

**Electrical Supply**

* No electrical connections available. The Contractor provides the electrical supply to perform the *works*.
* Note: The *Contractor* provides his own extension leads and equipment needed to carry out the *works*.

**Potable Water Supply**

* All points of supply are provided in terms of availability and location.
* The *Employer* indicates which supply points may be used.

**Lighting**

* *Contractor* to provide own lighting where required.

**Designated smoking areas**

* Personnel to smoke only at designated smoking areas.

**Ablution facilities**

* There are no ablution facilities at the work area.

**C 3.7 Requirements from the tenderer**

The tenderer must submit the following information and documentation with his/her tender:

* Detailed qualifications of any deviation from the contents of this specification.
* Evidence of the tenderer’s capability of undertaking that he has successfully completed similar contracts of like size and scope. Additionally provide certification proving competency.
* Provide protection and support to existing equipment where applicable.
* A Quality Control Plan (QCP).
* Method statements
* Protection plan to existing equipment while work is carried out.
* A guarantee of the installed/commissioned work for a period as specified in the specification from the date of issue of the Certificate of Completion.
* A quality assurance document which includes control and management procedures.
* A manual detailing installation care and maintenance procedures where applicable.
* Cleaning and protection during the progress of the works, the *Contractor* shall clean the work area as well as protect his/her work area in strict accordance with the particular standards for such works.
* A technical construction project programme.
* The *Contractor* should be well established and reputed Civil Engineering *Contractor (Corrosion Protection of Steel Structures)* and should have a minimum of 5 years’ experience in construction of similar civil engineering *works* as well as key personnel with adequate experience and competency to perform work specific to the scope of this project. The key capability is related road construction, maintenance and rehabilitation.

C4: Site Information

# The site is located in the Ingula Pump Storage Scheme complex. The Zaaifontein Housing Development along which the road traverse is located 22 km north of the Tar Road (R33), along a district road. The district road goes through portion of the farm. The farm Zaaifontein 1074, sub No.3 is located approximately 17 km north of Bester and close to the Ingula Pumped Storage Scheme.

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

## 1. Access limitations

Access to the Power Station is restricted to authorized personnel only. All *Contractor’s* staff will be required to be cleared by security. *Contractor* gives 24hrs notice to the *Employer* of his intention to enter security controlled areas. Police clearance is a requirement on-site.

All *Contractors* will be tested for the use of alcohol. Any persons found to be above Eskom’s legal limit will not be allowed on site.

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

The *Contractor* is to assess the ground condition and work area at the site meeting.

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

The *Contractor* is to assess the area to confirm the presents of services. Prior to commencement of any *works*, the *Contractor* shall ascertain from the relevant authorities the exact position, depth and level of all existing services in the area and shall make whatever provisions may be required by the authority concerned for the support, maintenance and protection of such services.

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

The *Contractor* will not be working on any building when there are the presents of pylons in the area, the *Contractor* is to take caution not to undermine or disturb its foundation in any way.

1. Except those actions which can only be done by the *Employer* as a Party to the contract. [↑](#footnote-ref-1)
2. If June 2005 Edition applies, delete April 2013 and insert June 2005 [↑](#footnote-ref-2)
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. [↑](#footnote-ref-3)
4. Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za. [↑](#footnote-ref-4)