



NEC3 Engineering and Construction

# Short Contract (ECSC3)

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

and

for Supply, delivery, construction and commissioning of Tower for one 40 m tower at Enzelberg radio site (RS)

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

**Part C1 Agreements & Contract Data**

C1.1 Form of Offer and Acceptance

C1.2 Contract Data provided by the *Employer*

C1.2 Contract Data provided by the *Contractor*

**Part C2 Pricing Data**

C2.1 Pricing assumptions

C2.2 Price List

**Part C3 Scope of Work**

C3.1 Works Information

**Part C4 Site Information**

Enquiry No.:

Documentation prepared by:

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# 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:

**Supply, delivery, construction and commissioning of Tower for one (1) sites  
40 m tower at Enzelberg radio site (RS)**

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	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(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
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
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 <sup>1</sup> is (Name):	<b>Morake Maboane</b>
	Address	<b>235 Beyers Naude Drive, Rustenburg, 0299</b>
	Tel No.	<b>014 565 1181 or 082 926 2952</b>
	Fax No.	<b>086 664 2590</b>
	E-mail address	<b>maboanm@eskom.co.za</b>
11.2(11)	The <i>works</i> are	<b>Supply, delivery, construction and commissioning of Tower for one 40 m tower at Enzelberg radio site (RS)</b>
11.2(13)	The Works Information is in	<b>The document called 'Works Information' in Part 3 of this contract.</b>
11.2(12)	The Site Information is in	<b>The document called 'Site Information' in Part 4 of this contract.</b>
11.2(12)	The <i>site</i> is	<b>Enzelberg radio site (RS).</b>
30.1	The <i>starting date</i> is.	<b>01 May 2022</b>
11.2(2)	The <i>completion date</i> is.	<b>31 September 2022</b>
13.2	The <i>period for reply</i> is	<b>Five working days (one week)</b>
40	The <i>defects date</i> is	<b>52 weeks after Completion</b>
41.3	The <i>defect correction period</i> is	<b>2 weeks</b>
50.1	The <i>assessment day</i> is the	<b>7 working days notification to the Project Manager before assessment day.</b>
50.5	The <i>delay damages</i> are	<b>[•] per day</b>
50.6	The retention is	<b>[•]%</b>
51.2	The interest rate on late payment is	<b>0.5 % of the Task Order value per complete week of delay to a maximum of 10%</b>

<sup>1</sup> 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	<p><b>the amount of the deductibles relevant to the event described in the applicable “Format ECSC3” policy available on</b>  <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></p>
82.1	The <i>Employer</i> provides this insurance	<p><b>as stated for “Format ECSC3” available on</b>  <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></p> <p><b>(See Annexure A for basic guidance)</b></p>
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	<p><b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b></p>
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	<p><b>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)</b></p>
Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>	
93.1	The <i>Adjudicator</i> is	<p><b>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b></p>
93.2(2)	The <i>Adjudicator nominating body</i> is:	<p><b>The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body</b></p>
93.4	The <i>tribunal</i> is:	<b>Arbitration.</b>
	The <i>arbitration procedure</i> is	<p><b>The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b></p>
	The place where arbitration is to be held is	<b>South Africa</b>
	<p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<p><b>The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b></p>

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

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**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.

**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

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<sup>2</sup> If June 2005 Edition applies, delete April 2013 and insert June 2005

<sup>3</sup> 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.

confidential treatment will be afforded to the information so disclosed.

- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

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

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

**Z5 Health, safety and the environment**

- Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
  - undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z5.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.
- Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z7 Notifying compensation events**



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

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

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

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

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

**Z10 *Addition to Clause 50.5***

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

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

**Z11 *Ethics***

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

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

- Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z 11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Works 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 Works for this reason.
- Z 11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Works for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z 11.4 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.

## **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. The Contractor must obtain its own advice. 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/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)***

## 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)<sup>4</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 31 of the ECSC3 April 2013 Guidance Notes.

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

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

## 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.

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

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 Rands

Description	Quantity	Rate	Price

# C3: Scope of Work

## C3.1 Works Information

### 1. Scope of Work

The document covers the general Scope of work needed to be done at Enzelberg radio site. It gives the guideline of the scope of work to be covered by appointed contractor for construction of 40 m Tower i.e. to produce manufacturing drawings (tower detailed drawings), supply, delivery and erection of 40 m Tower at Enzelberg RS in the North west operating unit (OU).

### 2. Drawings

Drawing number	Revision	Title
		<b>Design drawings (other drawings will be available from Project Manager on request)</b>

### 3. Specifications

Title	Date or revision
Eskom Contractor health and safety requirements	32-136 rev 2
Eskom Employees 's right of refusal to work in an unsafe situation procedure	240-48348327 rev 0
Eskom Vehicle and Driver Safety Management Procedure	240-62946386 rev3
Eskom vehicle specification	32 – 345 rev 2
Eskom Safety, health, environment and quality policy	32-727 rev1
Eskom Procedure for the Effective Management of Health, Safety, and Environmental related Incidents	32-95 rev 5
Occupational health and safety act 85 of 1993 and regulations	PUBLICLY AVAILABLE
Eskom Life-saving rules	240-62196227 rev4
Eskom Pre -task Planning and Feedback Process	34-227 rev1
Compensation for occupational injuries and Diseases act	PUBLICLY AVAILABLE
Eskom Smoking policy	32-1126 rev1
Eskom Waste Management Standard	32-245 rev 2
Project SHE specification	
National environmental act 107 of 1998	PUBLICLY AVAILABLE
Operating Regulations for High Voltage Systems	PC 32-846 rev 0
Identifying, Analysing, Documenting and Observing Task According to Criticality	DPC 34-380 rev1

Eskom Working at heights procedure	32-418 rev1
Training, testing and authorization of persons for the operation and maintenance of the power system	DST 34-146 Rev 1
The training logbooks for authorization of persons for high-voltage	DGL 34-163 Rev 1
Procedure to follow when the integrity of earth continuity conductors connecting apparatus to the earth mat is suspect	DPC 34-1434 Rev 0
Barricading of exposed excavations	DMN 34-279
Operating – Part 12: Procedure For Barricading	240-82789825 Rev 0
Standard for the control and applications of master locks and issue of master keys	240-70500880 Rev 0
Routine inspections of electrical equipment	DST 34-1454 Rev 0
Training, testing and authorization of persons for the operation and maintenance of the power system	240-46979537 Rev 0
Clearing and maintenance of servitude routes	240-56031719 Rev 0
Standard applicable to contractors working in close proximity of live apparatus	DST 34-1954 Rev 1
Standards for the use of equipotent earth footplates	240-69125290 Rev 0
MV and LV pole identification	240-82737065 Rev0
Business conduct policy and guidelines	240-56031362 Rev1
Contract specification for vegetation management services on Eskom networks.	240-52456757 Rev 0
Telecommunications Concrete Plinth	240-56872119
Battery Room Standard	240-56177186
Additional anti-intrusion measurements for equipment container at ac- powered sites	240-138065940
Radio Station Earthing and Bonding	240-56872313
General Tower Specification	240-59967638
Aviation requirements Towers rev 1	240-103616544
LED Aircraft Warning Light for Eskom Telecommunication Towers	240-138048594
Relevant standards as listed in the document called the design document	

### Access to the Eskom Web Page

All contractors must make sure that they can access Eskom Web page at any given time to get the latest drawings and specifications before commencement of any task. Web Access applications can be done through the assistance of Brenda Morrison @ 011 629 5266 or [MorrisEF@eskom.co.za](mailto:MorrisEF@eskom.co.za)

### Acknowledgement of Web Access

I .....do hereby acknowledge having access to the Eskom Distribution Website with all Distribution Procedures, Standards and Drawings as they will be listed in the index of the Task Order documents.

I undertake to study and abide by these requirements at all times. If for any reason I cannot access or open any of the files on the web, I will contact the *Employer* immediately.

Signed at: ..... on the ..... day  
of ..... 20.....

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

### Quality Control

#### Quality Control

1. An approved Contract Quality Plan for the contract duration is to be implemented in conjunction with, and to the approval of, the Project Manager.
2. The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification for each task order issued;
3. The Contractor is required to employ a competent Supervisor or Foreman on site for the duration of the project to implement workmanship quality checks. .
4. Eskom will do inspections and quality checks on installations completed by the Contractor prior to hand-over of each project, but this does not relieve the contractor from doing 1st line inspections and doing quality work.

#### Quality Engineering

- a. All construction and installation methods are to comply with the Power Delivery Engineering standard requirements as contained in the National and Provincial Standards on the Distribution Technology websites.
- b. The Contractor shall comply with the Project Specifications included in the NEC document. Any changes proposed during the construction phase shall notify the Project Manager who will allow the Project Change Request approval process.
- c. Eskom Holdings SOC Limited's representative must be notified at least 30 days prior to the commissioning of the substation ( in the case of a substation).
- d. Eskom Holdings SOC Limited's representative must be allowed access to the site at any time during the construction to carry out an inspection of the works.
- e. Before the start of all Task Orders, prior to construction, the Contractor will compile a Quality Control Plan (QCP) and confirm with the relevant Clerk of Works which activities are identified as Holding Points/milestone and which activities he would like to be photographed as proof for compliancy if not present. A Holding Point is an activity for which arrangements have to be made for the Clerk of Works to be present and to witness the work procedure. The QCP shall be compiled using the relevant template.
- f. Each stage, once completed by the contractor, will be signed off by both the Contractor and Clerk of Works. The Clerk of Works will indicate whether the activity was:
  - g. Witnessed (W) – present during this activity
  - Verify (V) – not present but confirm compliancy.
- h. Once all the activities have been completed, the Quality Control Programme shall be presented to the Project Manager to sign off the Handover Certificate of each stage.

#### General Quality requirements

1. Compliance with the provisions of this clause in no way relieves the Tenderer of the final responsibility to furnish an acceptable product and/or services.

2. The Tenderer agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the services rendered and inspection thereof, as per the Contract.
3. The Tenderer agrees to implement all necessary improvements for the installation, production and organisation deemed necessary to meet the requirements of the order.
4. The delivered product and / or service shall be uniform in Quality and condition, sound and free from defects, consistent with good industry practices and adhere to the requested Eskom requirements, without deviation.
5. Eskom shall have the right to conduct surveys and perform surveillance of the Tenderer's and Sub-Tenderer's facilities to evaluate their capability to comply with the requirements necessary to conform to contractual requirements.
6. Eskom reserves the right to review , inspect and audit , at reasonable times , any or all parts of the Tenderer's QMS as well as documents associated with the service provision of the work included in the contract , at the Tenderer's premises or elsewhere . Verification by Eskom shall not absolve the Tenderer of the responsibility to provide acceptable product and / or services, nor shall it preclude subsequent rejection by Eskom.
7. The services must comply with the agreed specifications and the applicable directives and technical standards set out in the Scope of Work and Specifications. Defects notified by Eskom shall be remedied by the Tenderer upon demand by Eskom without undue delay and at no extra cost. The Tenderer shall continuously monitor and identify non-conformances, both internal and external, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence
8. The Tenderer shall further identify potential problems before they occur by identifying deviations in patterns or trends in product, service or process performance.
9. Nothing contained in the Contract shall relieve in any way the Tenderer from the obligation of Quality control thereof.
10. The Tenderer guarantees that the quantity and Quality of the delivered product/services comply with the requirements of the contract and/or relevant specifications.
11. The Tenderer shall prove its ability to relate to the proposed scope of work which establishes the manner in which the Tenderer intends to perform the Contract.
12. The Tenderer shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.
13. Eskom reserves the right to assess and measure , in the selection process, the qualifications , capability and competence of the key staff (assigned personnel ) in relation to the scope of work and to interview any / all Tenderers to confirm the Quality evaluation.
14. The personnel of the Tenderer, who will be conducting the service, will be available on a continuous basis until the conclusion of the project.
15. The Tenderer shall demonstrate experience in comparable projects or specific aspects of the project and / or performance in similar projects.
16. The Quality of the service / product and the contents thereof will be in accordance with prescribed standards.
17. For the duration of the Contract , the Tenderer shall ensure that suitably experienced people are assigned to perform designated work
18. Prior to the commencement of the management of the Professional services, the Tenderer must have scrutinised Eskom's requirements with specific focus on , inter alia , its policies and practises.
19. It is the Tenderer's obligation to ensure that his/her operations and the products and/or services it provides to Eskom comply with any applicable statutes and or regulations. Any non-compliance by the Tenderer and the resultant corrective actions shall be the responsibility of the Tenderer.
20. The Tenderer shall ensure that he/she complies with the Scope of Work and that appropriate quality requirements (as in the main contract) are included in subcontracts placed by the Tenderer to ensure sub-tenderer's compliance with the Scope of Work ,if and when applicable
21. The Tenderer shall:
  - a) Support Eskom's effort to monitor, verify and / or witness any activities associated with the service at any reasonable time.
  - b) Comply with Eskom requests for documentation, records, inspections and witnessing. Eskom participation in audits, appraisals, assessment of plan and verification shall be conducted at no extra cost to Eskom.
  - c) Where applicable, the Tenderer shall ensure that Eskom has access to all work procedures, quality records and to all supporting documentation through provision of access to view and photocopy as required to support verification of work scope requirements. Access shall include the ability to photograph Eskom equipment, systems, system components, materials, as required.
  - d) Provide access to all quality related information pertaining to activities performed by the Tenderer or sub-tenderer(s), which Eskom might not have participated in the witnessing of quality assurance or control



thereof. (This refers to inspections, audits, or any part of the Tenderer's QMS , performed by the Tenderer on its own sub-tenderers, if applicable ).

e) Ensure above requirements (a-d) are communicated down to and accepted by sub-tenderers if and when applicable.

f) Utilise detailed review of the work scope to determine deliverables, including deliverable quality activities identified and delivery schedules.

22. The Tenderer shall submit a draft Contract Quality Plan (CQP) within 7 days of conclusion of the contract. The CQP shall contain the following information: (See Annexure C of QM 58)

A cover page containing the following information:

a) The draft contract title

b) The Eskom tender number

c) The draft contract commencement and completion dates

d) The names, designations, signatures, of personnel responsible for preparing and approving CQP

e) Provision for Eskom acceptance of the CQP.

f) An index of contents.

g) A full description of the service Information.

h) A description of the communication channels between the Tenderer and Eskom regarding all quality related issues (fixed contract meetings).

i) An organogram showing the structure of the Tenderer, which shall show the quality management representative and all other personnel responsible for control of quality activities/processes.

j) An index of all the interfacing documents between the Tenderer and Eskom.

k) A schedule (Index) of documents / records that shall be:

- A list of all sub-tenderers that shall be utilized during the contract.

l) This list shall indicate:

- The scope of service.

- A method of acceptance of any sub-tenderers by Eskom shall be indicated (if applicable)

- An indication of how the sub-tenderers shall be controlled and monitored during contract execution (if applicable)

- Objective evidence that the Tenderer's sub-tenderers will work to the specified quality standard (if applicable)

- A description of how all quality records shall be controlled (e.g. identified, completed, retained and disposition).

- Application for non-compliance acceptance (concessions) registers to be updated during the contract.

23. The Tenderer shall allow Eskom the right to:

a). Oversee Tenderer audit programs by participating in selected audits as an observer and by assessing Tenderer at key work stages. Eskom will coordinate with the Tenderer to develop an oversight schedule aligned with Tenderer audit schedule.

b) Access to any audit reports (if any)

c) Conduct independent quality audits during all phases of the contract and the Tenderer shall provide all resources to support these activities.

d). Have electronic and hard copy access to all quality plans, procedures, documentation other quality records relating to the service provision including but not limited to data extracts.(if applicable)

e) Carry out assessments and audits on all new Tenderers and sub-tenderers.

f) The Supplier shall comply with the Quality requirements as set out in the latest edition of Eskom QM-58 document, Supplier Contract Quality Requirements Specification, as well as all applicable legislation included in or referred to in this document.

g) The Tenderer needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.

h)The Tenderer is required either himself or to employ a competent Supervisor or Foreman on site for the duration of the project to implement workmanship quality checks. .

i) The Tenderer needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.

24. Product packaging requirements to be complied with for purchased material and material collected from the Warehouse;

25. For quality requirements for Transportation:

(a) The contractor shall provide certification for all rigging equipment (if applicable).

(b) The contractor shall ensure that all trucks and trailers are roadworthy.

(c) The contractor shall ensure validity of licences for driver, truck and trailer and any other licence in terms of regulations (if applicable).

(d) The contractor shall ensure that the driver has relevant experience in doing the work.

## Payments:

On completion of each Task Order the Tax Invoice with a copy of the Task Order, Completion Certificate and the Completion certificate attachment must be submitted to the relevant Clerk of Works. Any deviation from the planned work must be adjusted on the Tax Invoice. The COW will inspect the work and sign the certificate and Tax Invoice if satisfied with the standard of work. The COW will make adjustment according to work not yet completed. The COW will have one week to perform this work. The invoice and the Completion Certificate must be submitted to the Project Coordinator for approval. The PC will then perform a spot check and sign the invoice if satisfied. A detailed breakdown of the work not performed must be completed on the Completion certificate attachment. An electronic copy of this report must be submitted to the COW and the Employers Agent via e-mail. No payments will be processed by the Employers agent if he is not in possession of the electronic report.

On approval of the invoice the signed original Tax invoice and Completion certificate must be submitted to the Employers Agent for processing. All enquiries regarding payment must be followed up with the Employers Agent. It is preferred that only one invoice is submitted for each Task Order issued. If the scope of work is such that the work is longer than one month a progress payment may be submitted on the 25th day of each month. The contractor should only include the work for one task order on an invoice.

The Contractor must ensure that his invoice is according to the exact work completed on site. No work may be claimed that has not been completed. If work is claimed which is not complete this will be seen as a fraudulent claim which may lead to termination of the contract.

The Contractor will submit his claim on the assessment day as per the NEC Payment Certificate format attached to this contract with supporting Bill of Quantities. The Contract Number must be clearly visible on the Tax Invoice. The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed by the Employer to the Contractor. On acceptance of the Payment Certificate by the Employer the Contractor submits his invoice as agreed upon with the Employer. Payment will take place as per the Eskom Procurement's Invoice Payment Processes.

## Tax Invoices

The contractor must submit the invoice to programme management department within 3 days of the hand over date or acceptance of work done by the Eskom Representative.

The *Contractor* ensures that the requirement in terms of Section 20(4) (C) of the Value Added Tax Act, no 89 of 1991 (as amended by the Revenue Laws Amendment Act 45 of 2003), that the *VAT registration number* of the recipient of the tax invoice, appears on the said tax invoice in order for the invoice to fully comply with the requirements of a valid invoice for VAT purposes as contained in the said Section 10(4) (C), is adhered to. The *Employer* requires adherence by the *Contractor* to this requirement as from 1 June 2004. No payment will be made on tax invoices not fully meeting the requirement.

Tax invoices must meet the following requirements where the consideration (VAT inclusive amount) exceeds R3 000:

1. The words "**TAX INVOICE**" in a prominent place (preferably at the top of the page).
2. **Name, address and VAT registration number** of the **supplier**.
3. **Name, address and VAT registration number** of the **recipient**. \*

Please note: Eskom's name has to be reflected as ESKOM HOLDINGS SOC LIMITED on all tax invoices and Eskom's VAT number is 4740101508.

4. An **individual serial number** (tax invoice number) and **date issued**.
5. A **full and proper description** of goods and/or services supplied.

Please note: Merely referring to a contract is not sufficient.

6. The **quantity** or **volume** of goods or services supplied.\*
7. Where the supply is subject to VAT at the standard rate, the following in Rand:
  - The value, VAT amount and consideration OR
  - The total consideration with a statement that VAT is included @14% OR

- The total consideration and the amount of VAT charged.

### **Rates**

Only Eskom approved are applicable.

### **Weekly reports**

Contractor will submit a weekly report indicating the project status.

- The Start and Completion date must be agreed upon prior to signing the Task Order. Late completion may result in penalty clause being applied as per contract document.
- Original tax invoices must be submitted to the Programme Management Department containing all the relevant mentioned above. (See a full attached tick list)

### **Performance Management**

- The Contractor's Performance will be assessed in accordance with a Performance Appraisal Process.

### **LEGAL COMPLIANCE GUIDE IN COMPLIANCE TO CONSTRUCTION REGULATION**

- No task will be allocated to contractors in whose registration and good standing with the compensation commissioner is not valid and in order.
- Provided in the standard rates are costs of Health and Safety. (See the safety remuneration letter attached)

### **Health and Safety Management**

- The Contractor shall comply with:
  - The Occupational Health and Safety Act, 1993, and all regulations made there under as per the standard clause A1, stipulated on page 4 of this contract.
  - The Construction Regulations, 2014
  - The Health and Safety Requirements of the Employer more fully set out in Eskom procedure 32-136 and the SHE specification.
  - All Eskom Safety and Operating Procedures as outlined in the ORHVS (Operating Regulations on High Voltage Systems) and the standards attached to this document.
- The Contractor acknowledges that he is fully aware of the requirements of all of the above and undertakes to employ people who have been duly authorized in terms thereof and who have received sufficient safety training to ensure that they can comply therewith.
  - The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures
  - The Contractor shall ensure that a team member of the Contractor is authorized as a Responsible Person in terms of the ORHVS. This includes the completion of all the pre-authorization training required for ORHVS Responsible Person (at the Contractor's expense) as detailed in standard 34-146. The Responsible Person shall supervise the works at all times and be available to take permits where necessary.
  - The Contractor shall ensure that the Responsible person completes a training logbook (as per standard 34-146) and arrange with the appropriate Eskom representative for evaluation of the authorized person prior to the Construction start date. This needs to be arranged by the Contractor.
  - The Contractor shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall:
    - Supply the Eskom Safety Officer with copies of minutes of all Health and Safety Committee meetings (if relevant), on a monthly basis.
    - Supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto – to be handed over to the Employer prior to construction start.
- Eskom may, at any stage during the currency of this agreement, be entitled to;
  - do safety audits at the Contractor's premises, its work-places and on its employees;
  - refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act

- issue the Contractor with a work stop order or a compliance order should Eskom become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to in 1 above by the Contractor or any of its employees, sub-contractors or agents.
  - No extension of time will be allowed as a result of any action taken by Eskom in terms of the above and the Contractor shall have no claim against Eskom as a result thereof. Furthermore, no amendments to the Act or the Regulations or reasonable amendment to Eskom’s Safety and Operating Procedures will entitle the Contractor to claim any additional costs incurred in complying therewith from Eskom.
  - An authorized Eskom representative will be on site for regular site visits to monitor the Contractor’s implementation of health, safety and quality Standards.
  - The Contractor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above which includes but is not restricted to ORHVS training courses, etc.
  - The Contractor shall adhere to the Standard on Working Clearances at MV Structures with pole-mounted auxiliary equipment as attached to this contract.
  - The Contractor shall comply with all the requirements of the CONSTRUCTION REGULATIONS.
- Please Note: (Before carrying out work, Contractor to notify the provincial director in writing of the construction work in line with requirements Construction Regulations)
- It is an Eskom requirement that the Contractor shall use a Fall Arrest System (FAS) as defined in the Construction Regulations whenever a risk of falling exists. The Contractor shall adhere to the applicable standards and procedures attached to this contract.

Typically, the following identified risks could endanger the work as done by the Contractor. The Contractor should identify mitigation actions for these risks, as well as identify any additional risks and submit at tender:

Typical Risk	Yes/No
Live underground cables	Yes
Work in live chambers/restricted areas	Yes
Live overhead conductors/crossings	Yes
Close proximity work to live equipment	Yes
Work in elevated positions/on ladders/from crane buckets	Yes
Operating of cranes/vehicle mounted	Yes
Static electricity/induction , step potential etc	Yes
Work with chainsaws/mechanical cutters	Yes
Materials handling/ heavy equipment handling	Yes
Conductor stringing and tensioning	Yes
Vehicle risks	Yes
Work in open trenches/excavations	Yes
Biological/Health risks (camps)	Yes
Weather related risks (UV, heat, cold)	Yes
Environmental risks	Yes
Ergonomic risks (body position, fatigue)	Yes
Work on/dismantling of rusted & rotten poles and structures	Yes
Fire risks	Yes
Public safety risks	Yes

**Health and Safety Plan**

I/We .....will prepare and submit Health and Safety Plan to Project Co-ordinator before the commencement of each Task and Resource Capacity Schedule, including following details:-

1. Authorised Persons for High Voltage Authorisation and LV Switching providing the ID Numbers of the authorised person/s with the permit/ certification date or number and the date of expiry.
2. Safety Representatives and First Aiders names, providing their ID Numbers and details of certification.
3. Serial numbers, calibration certificates and expiry dates of the tested tools and equipment.
4. Make, model and registration number of vehicles to be used.

Project health and safety file shall be developed in line with the requirements of the SHE specification and shall be submitted for evaluation and approval by the client safety department.

### **Subcontracting**

Contractors are requested to submit names of proposed "Subcontractors" to be utilized on this project. Contractors are advised that only Eskom Approved Consultants and Contractors who have completed the necessary Eskom Contractor Training & Accreditation may be used.

### **Construction Safety**

- The Contractor shall be responsible for ensuring that all equipment supplied and used and all work carried out under this contract shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and regulations remaining in force, as may be amended from time to time.
- In addition, the Contractor shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building, Construction, Electricity Regulations and Eskom Distribution Standards.
- The Contractor shall accept full responsibility for the means, methods, sequence or procedures of construction for safety precautions or programmes incident to the work of the contractor.
- The Contractor is required to submit a working methodology statement with regards to the Safety Standards while working within hazardous areas such as live substations or in close proximity of energized apparatus.
- The Contractor shall indemnify the employer and the Engineer against responsibility for safety on the site of the works.
- The Contractor shall enter into an agreement to complete the work required for the construction of the works in accordance with the provisions of all pertinent legislation and in particular with the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and the regulations promulgated there under.
- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 8 of 1993) and Construction Regulations Document which is available publicly.
- The safety of the Contractors personnel and employees acquire precedence over the construction works.
- Contractor to assess and make provision for security services to protect the demolished material should the need arise

### **Life saving Rules (Refer to the attached document)**

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any life saving rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team will be punished together. There are five life saving rules that may not be broken by the Team Leader and his/her team.

### **The five Eskom Life saving Rules are as follows:**

- Rule 1:\*Open, isolated, tests, earth, and bond and/or insulate before touch\*
- Rule 2:\*Hook up at height\*
- Rule 3:\*Buckle Up\*
- Rule 4\*Be Sober\*
- Rule 5:\*Ensure that you have a permit to work\*

### **ACCEPTANCE NOTE**

I/WE \_\_\_\_\_ HEREBY ACCEPT THE ABOVE TERM FOR BREACHING OF LIVE  
SAFETY RULES.

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### **Compensation for Occupational Injury and Diseases Act**

- The Contractor shall submit with his tender proof of adherence to the above act.

### **General Environmental Management Requirements**

- The Contractor shall receive an Environmental Management Plan – EMP (normally as part of the DESD) and must adhere to all its requirements.
- Contractor to provide toilet facilities, water and electricity.
- All environmental legal Liabilities and claims arising from the negligent activities of the Contractor shall be for the Contractors expense.
- The Contractor shall have an understanding of Eskom’s basic environmental principles and commitments (covered during Eskom Environmental Law Course)

### **Vegetation Management:**

The supplier shall ensure:

- That all indigenous and protected trees (in terms of national and provincial legislation) are not cut, trimmed or disturbed without a permit obtained from the relevant authorities (acquired from Eskom Environmental Management Section).
- That permits be available on site where such trees are cut.
- That the owner is consulted, and his/her consent being obtained, prior to the cutting of any trees.

### **Waste Disposal**

The supplier shall ensure that:

- Waste is disposed of on a permitted / legal waste site, for the applicable waste type, in terms of the Environment Conservation Act, 73 of 1989 and the National Environmental Waste Management Act (Act 59 of 2008).
- Disposal certificate (waste manifest) for all waste disposed of i.e. general, hazardous and toilets waste is obtained and proof is kept onsite.
- Where appropriate, waste is recycled or re-used.

### **General**

- Except for site management and specialised labour such as operators for plant and equipment, the Contractor is encouraged to use “local” labour on a temporary basis for all manual tasks.
- The Contractor will attend all site meetings as arranged by the Employer
- All Construction work shall be carried out in accordance with all the statutory requirements applicable to the area, Eskom’s specifications, standards and regulations
- The Contractor will be given access to the proposed site and the Contractor must comply with Eskom’s national, Provincial and local environmental policies and laws.
- The onus is on the Contractor to obtain the latest revision of standards applicable.
- The Employer reserves the right to alter the scope of the works and programme.
- The Employer reserves the right to remove certain sections from the detailed scope of works as described in this contract

### **Emergency work**

The supplier shall ensure:

- That all environmental risks associated with the activity be assessed and documented prior to the execution of the activity.
- Identified environmental risks must be avoided and where it cannot be avoided, be remediated to the satisfaction of Eskom, the landowner, or any relevant Government authority.
- That all environmental incidents and complaints are reported to the project manager within 24 hours.

### **Weather Data**

No weather data are included in this specifications and the contractor is referred to the Weather Bureau, Department of transport, Private Bag X097, Pretoria 0001.

The contract places the responsibility on the contractor to foresee inclement weather. The contractor shall take into account large variations in the weather patterns. No extension of time will be granted for delays arising out of normal weather conditions

Where the abnormal, unfavourable weather conditions are experienced, an extension of the contract period may be considered by the Employer, as stated in the conditions of contract. No claim for additional Preliminary and General or escalation of the contract price for the extended period will be granted.

#### **Title to site materials**

The Contractor ensures that during the period of procurement and installation, all materials and part of the plant are suitably stored on site in such a manner as to prevent damage by weather, fire, manhandling, corrosion, theft and any other peril. The cost of providing necessary protection, storing, handling and security is borne by the Contractor for the duration of this contract. The Contractor returns all un-used spares to the Employer store where applicable.

#### **Meetings**

Regular meetings to be held such as safety and planning meetings, early warning and compensation event meetings every week

#### **Use of standard forms**

Contracting parties must use NEC3 standard forms available in the Eskom Intranet for the administration of the contract

#### **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. A site diary will be required.

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

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

.The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria

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

#### **BBBEE and preferencing scheme**

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

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

N/A

#### **Title to material from excavation and demolition**

N/A

#### **Designs by the Contractor**

N/A

### **Expanded Public Works Programme (EPWP) Requirements of the EPWP**

EPWP report must be completed for all staff working on electrification (households, schools and clinics), sub-transmission, minor reticulation and refurbishment projects. If no permanent or temporary people are employed; a zero figured report must be submitted.

### **Reporting on EPWP**

The minor reticulation projects will require the contactors to submit this report along with each invoice submitted for payment.

### **EPWP Audits**

Audits will be performed by DME on an ad hoc basis after the completion of a project. The clerk of works (cow) to verify that the data reported as per annexure A is in line with the safety register signed and this will be done on a spot check basis only. The contractor will be accountable for the information reported on.

### **Requirements for the programme**

If required the program will be submitted on or as part of “works order” Contractors will be requested to quote within 24 hours. The Contractor must visit the site, verify the designs and Eskom BOM and if the project can be executed. Failure to do so will result in project being withdrawn from the Contractor.

- The program for the work must be submitted to the Employers Representative for acceptance two weeks before the commencement of the project. Any variance to the contract should be communicated to the Employer Representative before commencing with the task.
- The required program submitted for acceptance should include the following data:
  - The starting date
  - Possession dates
  - The completion date
  - For each operation, a method statement which identifies the services and other resources which the

### **Contractor plan to use**

- The key dates for the Employer to provide “services and other resources
- The Contractor must submit a project specific risk assessment with each quote.

### **Completion**

The works are to be completed in according to specifications in all respects and ready for take – over by the Employer

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

<b>Item</b>	<b>Date by which it will be provided</b>
1. Eskom supply materials are to be collected from the Eskom Stores. The rest of the material, labour, transport and equipment etc. will be supplied by the Contractor.	As per Task Order
2. The Contractor will be supplied with all the relevant information regarding each individual Task Order.	As per Task Order

### **Supplier Development & Localisation (SD&L) compliance**

#### **Skills Development**

Not applicable.



## Local Production and content

This tender concerns a “designated sector” as per regulation 9 of the Preferential Procurement Regulations.

## Environmental Requirements

### Guidelines of Compiling an Environmental Policy

#### Environmental policy

The environmental policy is the driver for implementing and improving the organization’s environmental management system so that it can maintain and potentially improve its environmental performance. The policy should therefore reflect the commitment of top management to comply with applicable laws and to demonstrate continual improvement. The policy forms the basis upon which the organization sets its objectives and targets. The policy should be sufficiently clear to be capable of being understood by internal and external interested parties and should be periodically reviewed and revised to reflect changing conditions and information.

#### **Top management shall define the organization’s environmental policy and ensure that it:**

Top management includes people on site, at head office, or any member of a controlling group designated to be management of the organization.

A site or an operating unit does not need to document its formal adoption of a corporate environmental policy if the corporate policy, as defined by its scope, applies to the site or operating unit. In addition, the corporate policy will need to be adequately specific to the site or operating unit.

*If the site or corporate policy is modified to suit the site or operating unit, then these changes must be documented.*

#### **4.2a) is appropriate to the nature, scale and environmental impacts of its activities, products or services;**

for example, an organization involved in activities with a high environmental risk (for example, scheduled processes) would be expected to provide more specific undertakings in its environmental policy than an organization involved in low risk activities. The environmental policy should also address the different types of environmental impacts of the organization’s activities, products or services.

This does not imply that all environmental impacts be addressed in the policy but that the framework of the policy covers all significant impacts (see 4.2 d).

#### **4.2b) includes a commitment to continual improvement and prevention of pollution;**

The words “continual improvement” and “pollution prevention” do not need to be explicitly mentioned as long as similar words are used or there are clear statements in the policy that directly address pollution reduction (for example, waste minimization, source reduction and cleaner technologies) and continual improvement. Pollution prevention is more than just pollution control and requires preventive measures, instead of only control.

#### **4.2c) includes a commitment to comply with relevant environmental legislation and regulations,**

Compliance with all relevant legislated and other requirements (National, provincial and local) is a minimum requirement for certification.

*Exceptions to this are where:*

- a) *The authorities have been informed of the non-compliance in writing;*
- b) *A corrective action programme is in place;*
- c) *Evidence is available that the authorities have accepted the corrective action programme;*
- d) *Evidence is available that the corrective action programme is being implemented.*

Where a permit for a process of the organization has expired and the organization can provide evidence of due diligence, for example, records of telephone calls, faxes to the regulator or minutes of meetings with the regulator showing that they are in the process of applying for new permits.

The word comply does not need to be explicitly mentioned in the environmental policy, as long as there are similar words (for example, adhere to, in accordance with) clearly communicating commitment to compliance with legislation and regulations.

#### **4.2c) and with other requirements to which the organization subscribes;**

The “*other requirements*” may include:

- a) Industry initiatives, non-regulatory guidelines or codes of practice such as Responsible Care or more general environmental initiatives such as the business Charter for Sustainable Development to the extent that the organization has formally adopted them;
- b) Agreements with public authorities;

- c) Formal management systems such as SABS ISO 9001/2, NOSA and ISRS; and
- d) Corporate or Head office requirements.

If an organization subscribes to other requirements (as in 4.2(c) a) and b) above in their environmental policy then:

- 1) The certification body will verify compliance with these requirements;
- 2) Compliance with those requirements will not be included in the scope of the certificate; and
- 3) Non-compliance with these requirements could provide grounds for not granting certification.

If an organization subscribes to other requirements (as in 4.2(c) c) above then the certification body will only verify compliance with the SABS ISO 14001 requirements and not to those other formal management systems. (An exception to this is where the organization requests a combined SABS ISO 14001 and SABS ISO 9000 certification assessment/audit).

**4.2d) provides the framework for setting and reviewing environmental objectives and targets;**

The policy should be sufficiently detailed to provide a yardstick against which the organization's environmental performance can be evaluated.

*The policy wording must be specific enough so that specific objectives and targets can be formulated from it by the organization in order to implement the policy.*

**4.2e) is documented, implemented and maintained ...**

The policy can be documented in any form (i.e. paper or electronic).

All the requirements of SABS ISO 14001 shall be addressed and an organization cannot elect to omit any of these requirements from its environmental management system.

Policies tend to set long-term goals.

The policy should be periodically reviewed and revised in response to new information and changing circumstances.

*The policy must be reviewed periodically – at least annually.*

It is not expected that the policy be reissued annually. A well-developed policy can effectively drive the organization's environmental management system for several years.

**4.2f) ... and communicated to all employees;**

Communication involves both the transmission and the understanding of the policy.

Communication mechanisms can include posting the policy in common areas, distributing it by memo, and reviewing it at staff or "toolbox talks" meetings.

A person's level of knowledge of the policy should be proportional to his/her level of responsibility in the environmental management system i.e. senior staff responsible for ensuring implementation need a greater knowledge of the policy than personnel at shop-floor level. In the South African context, unskilled, illiterate workers cannot be expected to have in-depth knowledge of the contents of the environmental policy, however all employees are expected to have an idea of the concepts of the environment, why it is important to protect the environment, and of their role in achieving this (see also 4.4.2).

**4.2g) Is available to the public**

*The policy must be available to any interested party on request.*

The words "is available" do not necessarily mean that the organization has to pro-actively distribute the policy to the public. The organization should however make the public aware of the fact that the policy is available.

A mechanism should be in place to have the policy available to the public.

**4.2.1 Key component of the policy**

The policy provides an environmental purpose and set of values for the organization to follow.

The policy should:

- a) Be relevant and straightforward;
- b) Relay that protection of the environment is a top priority of the organization;
- c) Show commitment to continued improvement of environmental performance and compliance with the laws and regulations;
- d) Clearly specify which organizational activities are covered by the statement;
- e) Be a natural jumping-off point for setting environmental objectives and targets;
- f) Provide a framework for assessing progress made with the targets and objectives that are oriented towards minimizing environmental impacts.

#### **4.2.2 Communication, promotion and support of policy**

The policy statement will be totally ineffective if the commitment it contains is not communicated, made available, promoted and supported by all. It is important to note that the policy:

- a) Should be available to all employees in the organization;
- b) Should be communicated repeatedly after a period of time as a reminder;
- c) Should be made available to the public;
- d) Should be promptly provided whenever a copy is required;
- e) Should be signed by top management to show commitment and support.

Repeated exposure is the key to communicating the policy effectively thus it can be posted, communicated through news letters or sent to desktop personal computers.

## **C4: Site Information**

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

#### **1. Access limitations**

As per Task Order

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

As per Task Order

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

As per Task Order

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

The site is within the servitude of the line or substation as described in the task order.