



# NEC3 Engineering & Construction Contract

**Between ESKOM HOLDINGS SOC Ltd  
(Reg No. 2002/015527/30)**

**and [Insert at award stage]  
(Reg No. \_\_\_\_\_ )**

**for Supply and install the security bulletproof guardhouse Project**

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**Contents:**

**No of  
pages**

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**Part C2 Pricing Data**

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**CONTRACT No. [Insert at award stage]**

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## Part C1: Agreements & Contract Data

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[to be inserted from Returnable Documents at award stage]	
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# C1.1 Form of Offer & Acceptance

## Offer

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

### SUPPLY AND INSTALL THE SECURITY BULLET PROOF GUARDHOUSE

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto 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.

Options A	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 [●]
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	R [●]
	(in words) [●]	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance 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  
Date witness

Tenderer's CIDB registration number (if applicable)

<sup>1</sup> This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

## 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 C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	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 Returnable 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.

The tenderer shall within two weeks 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 original copy signed between them of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the  
Employer**

\_\_\_\_\_  
*(Insert name and address of organisation)*

Name &  
signature of

Date witness

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

**Schedule of Deviations to be completed by the *Employer* prior to contract award**

Note:

1. 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)*

Date

Name & signature of witness

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## C1.2 ECC3 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<p><b>A: Priced contract with activity schedule</b></p> <p><b>W1: Dispute resolution procedure</b></p> <p><b>X2: Changes in the law</b></p> <p><b>X7: Delay damages</b></p> <p><b>X16: Retention</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: Additional conditions of contract</b></p>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
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	The <i>Project Manager</i> is: (Name)	<b>Vusi Boya</b>
	Address	<b>Impala Road Pullenshope 1096</b>
	Tel	<b>+27 17 799 3510</b>
	e-mail	<b>boyav@eskom.co.za</b>

10.1	The <i>Supervisor</i> is: (Name) Address  Tel No. e-mail	<b>Nqatyiswa Nkabinde</b> <b>Impala Road</b> <b>Pullenshope</b> <b>1096</b>  <b>013 296 3695</b>  <b>nkabinng@skom.co.za</b>
11.2(13)	The <i>works</i> are	<b>Supply and install the bulletproof security guardhouse</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• <b>Access to work.</b></li> <li>• <b>Authorization under Plant Safety</b></li> <li>• <b>Regulations is required for the</b></li> <li>• <b>Contractor to resume work Inclement weather conditions.</b></li> <li>• <b>Any other matter posing a risk to the project/ contract will be discussed amongst the Parties and agreed upon before inserted on the Risk Register.</b></li> </ul>
11.2(15)	The <i>boundaries of the site</i> are	<b>North &amp; South Security</b>
11.2(16)	The Site Information is in	<b>Part 4: Site Information</b>
11.2(19)	The Works Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Within One day of receiving communication</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the works is	<b>31/07/2026</b>

11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		<b>1 Safety file Approval</b> <b>2 Execution</b> <b>3 Inspections</b>	<b>01/04/2026</b> <b>06/04/2026</b> <b>31/07/2026</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>One week of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>01/04/2026</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>weekly</b>	
35.1	The <i>Employer</i> is not willing to take over the works before the Completion Date.	[No data needed if this statement is included]	
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>52 weeks after the works has been completed</b>	
43.2	The <i>defect correction period</i> is except that the <i>defect correction period</i> for	<b>3 days of notification</b> <b>is a safety concern it must be corrected immediately</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is	<b>Within 14 days of assessment and service entry approval</b>	
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>	
51.2	The period within which payments are made is	<b>3 weeks of activity completion</b>	

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51.4	The <i>interest rate</i> is	<p>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted <i>mutatis mutandis</i> every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.</p>
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## **6 Compensation events**

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60.1(13)	<p>The place where weather is to be recorded is:</p> <p>The <i>weather measurements</i> to be recorded for each calendar month are,</p> <p>The <i>weather measurements</i> are supplied by</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: [•]</p> <p>and which are available from:</p>	<p>Information will be made available when required</p> <p><b>the cumulative rainfall (mm)</b></p> <p><b>the number of days with rainfall more than 10 mm</b></p> <p><b>the number of days with minimum air temperature less than 0 degrees Celsius</b></p> <p><b>the number of days with snow lying at 09:00 hours South African Time</b></p> <p><b>and these measurements:</b></p> <p>[•]</p> <p><b>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the Employer</b></p>
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60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	<p><b>As stated in Annexure A to this Contract Data provided by the <i>Employer</i>.</b></p> <p>Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.</p>
7	<b>Title</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
9	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	<b>Data for main Option clause</b>	
A	Priced contract with activity schedule	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<p>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).</p>
Address		[•]
Tel No.		[•]
Fax No.		[•]
e-mail		[•]
W1.2(3)		<p>The <i>Adjudicator nominating body</i> is: <b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers.</b></p>



(See [www.ice-sa.org.za](http://www.ice-sa.org.za)) or its successor body.

W1.4(2)	The <i>tribunal</i> is:	arbitration.
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

**12 Data for secondary Option clauses**

X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R[10%] of each activity delayed per day up to a limit of R[100%] of that specific activity
X16	Retention (not used with Option F)	
X16.1	The <i>retention free amount</i> is	R[•].
	The <i>retention percentage</i> is	[10]% of the contract value, 5% paid on completion of the Project and another 5% payable after 12 months of Project completion

X18.4	The <i>Contractor's</i> total liability to the <b>the total of the Prices</b> other than for the <i>Employer</i> for all matters arising under or in <b>additional excluded matters</b> . connection with this contract, other than excluded matters, is limited to:	<p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> <li>• Defects due to his design which arise before the Defects Certificate is issued,</li> <li>• Defects due to manufacture and fabrication outside the Site,</li> </ul>
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- loss of or damage to property (other than the *works*, Plant and Materials),
- death of or injury to a person and

X18.5

- infringement of an intellectual property right.

The *end of liability date* is

(i) [ ] years after the *defects date* for latent Defects and

(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.

A latent Defect is a Defect which would not have been discovered on reasonable inspection by the *Employer* or the *Supervisor* before the *defects date*, without requiring any inspection not ordinarily carried out by the *Employer* or the *Supervisor* during that period. If the *Employer* or the *Supervisor* do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the *Employer* or the *Supervisor* to have discovered the Defect.

Z

The *Additional conditions of contract* are

Z1 to Z15 always apply.

Z1

### Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

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

Z2

### Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.

Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Project Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

### **Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

- Z3.1 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.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z3.4 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 P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

### **Z4**

#### **Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. 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 in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

### **Z5 Waiver and estoppel: Add to core clause 12.3:**

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

**Z6 Health, safety and the environment: Add to core clause 27.4**

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 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.

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

**Z7 Provision of a Tax Invoice and interest. Add to core clause 51**

Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z8 Notifying compensation events**

Z8.1 Delete from the last sentence in core clause 61.3, "unless the *Project Manager* should have notified the event to the *Contractor* but did not".

**Z9 Employer's limitation of liability**

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

Z9.2 The *Contractor's* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer's* liability under the indemnity is limited.

**Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet Z10 point, after the words "against it":**

Z10.1 or had a business rescue order granted against it.

**Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)**

Z11.1 If the amount due for the *Contractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Contractor's* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

**Z12 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 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 *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractor 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.

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 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.

Z12.3 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.

Z12.4 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.

## **Z13 Insurance**

### **Z 13.1 Replace core clause 84 with the following:**

#### **Insurance cover 84**

- 84.1** 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.
- 84.2** The *Contractor* provides the insurances stated in the Insurance Table A.
- 84.3** The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the earlier of Completion and the date of the termination certificate.

#### **INSURANCE TABLE**

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the works, Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance
icab	The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u>Employer's property</u> The replacement cost where not covered by the <i>Employer's</i> insurance  The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance  <u>Other property</u> The replacement cost  <u>Bodily injury to or death of a person</u> The amount required by applicable la
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 appl law

**Z 13.2**

**Replace core clause 87 with the following:**

The *Employer* provides the insurances stated in the Insurance Table B.

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum l of indemnity</b>
Assets All Risk	Per the insurance policy document

## **Z14 Nuclear Liability**

Z14.1 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.

Z14.2 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*.

Z14.3 Subject to clause Z14.4 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*.

Z14.4 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.

Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z15 Asbestos**

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

**AAIA** means approved asbestos inspection authority.

**ACM** means asbestos containing materials.

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

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

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

**OEL** means occupational exposure limit.

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

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

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

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

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

Z15.1 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.

Z15.2 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 Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z15.3 The *Employer* manages asbestos and ACM according to the Standard.

Z15.4 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.

Z15.5 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.

Z15.6 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.

Z15.7 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.

**Annexure A: One-in-ten-year-return weather data obtained from SA Weather Bureau for [weather station]**

Information can be provided by Hendrina Power Station control room on request by *Contractor* through the *Employer*

## C1.2 Contract Data

**Part two - Data provided by the Contractor**

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):  Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is  The <i>subcontracted fee percentage</i> is	%  %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:  1 Name:  Job:  Responsibilities:  Qualifications:  Experience:  2 Name:  Job  Responsibilities:  Qualifications:  Experience:	<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled</b> .

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
<b>A</b>	<b>Priced contract with activity schedule</b>	

## **PART 2: PRICING DATA**

### **ECC3 Option A**

<b>Document reference</b>	<b>Title: Supply and the Installation of security guardhouse</b>	<b>No of pages</b>
C2.1	Pricing assumptions: Option A	
C2.2	<i>The activity schedule</i>	

## C2.1 Pricing assumptions: Option A

### Activity schedule

Item No.	Activity description	UOM	QTY	Unit cost	
1	Site Establishment	Each	1		
2	SVI 2.4 x 3.0 m ISO guardhouse costing (Inclusive of Commercial air-conditioner, Basic electrical system, 4 x external LED spotlights)	Each	6		
3	200W solar solution (1600W inverter, 4000Wh battery, 200W solar panel minimum)	Each	6		

## C2.2 the *activity schedule*

Use this page as a cover page to the *Contractor's activity schedule*.

## PART 3: SCOPE OF WORK

Document reference	Title Supply and install the security guardhouse	No of pages
	This cover page  C3.1 <i>Employer's Works Information</i>  C3.2 <i>Contractor's Works Information</i>	
	Total number of pages	

## C3.1: EMPLOYER'S WORKS INFORMATION

### 1. Description of the works

Supply and Install the Security bullet proof guard office

#### Background

Hendrina power station is a national key point, which consist of critical remote areas that contains highly valuable Eskom asset and staff members. A surge in crime related events have been reported in Hendrina power station and this can imply that security improvement is needed.

Bullet proof Guard houses shall be erected at manned Eskom sites where security officers are required and utilised 24/7 for site protection and where use of such facilities are deemed feasible.

#### Objective

The purpose of this document is to provide guidance and specify the requirement for the installation of the bullet proof Guard offices for Hendrina Power Station. To protect security personnel and provide a safe and secure environment for security guards to monitor and respond to potential treat.

Prevent harm to reduce the risk of injury or harm to security personnel from armed attacks or other hostile actions.

Maintain operational continuity to ensure that security personnel can continue to monitor and protect the power station without interruption.

#### High-level project scope is as follows:

- The scope of work includes but not limited to the following
- Site clearance.
- Install Barricading
- Risk Assessment (Daily Activity with Site Walk-downs).
- Preparation of the site before any works commences.
- Site de-establishment.
- Handover to the client.

#### DETAILED SCOPE

- Site Establishment (Offices, Equipment, Ablutions, Material storage facilities and any other equipment needed to execute the necessary works)
- Barricade work site with solid barricading
- Provisions for identified services to be communicated and approved alongside Client.
- The contractors' evaluations are to be strictly based on their **Method Statement** (Environmental, Health and Safety team to evaluate the said procedures of execution). The team comprises of the personnel from the following departments
- Safety Risk Management.
- Environmental Management.

- Civil Engineering.
- Remove all waste material from construction site. Disposal must be as per Material MSSD specification from Manufacture's specification
- Handover to Client.
- Site Disestablishment.

A surge in crime related events have been reported in Hendrina power station to critical infrastructure remote areas precisely, booster pumps, Upper ash dam, lower ash dam, Sewerage plant, Sewage transfer plant, ash dam main access gate and this can imply that security improvement is needed. Bullet – resistant guardhouse is required to be utilised 24/7 for site protection.

The table below indicates the areas that require the Bullet – resistant guardhouse as per requirements from the end-user.

New Lower Dam - Electricity connection including DB Box, COC to be provided by supplier, no water supplier
Upper ash dam - Electricity connection including DB Box, COC to be provided by supplier, water connection and plumbing
Old lower ash dam - Electricity connection including DB Box, COC to be provided by supplier, water connection and plumbing
Main Sewerage plant access gate - Electricity connection including DB Box, COC to be provided by supplier, water connection and plumbing
Sewage transfer plant properties - Electricity connection including DB Box, COC to be provided by supplier, water connection and plumbing
Ash dam main access gate - Solar DB Box, COC to be provided by supplier, water connection and plumbing
<b>Total 6</b>

- Structure design and dimensions for permanent bullet resistance guard facilities.

The design of the above-ground protective structures and hardening measures against small arms will assist to reduce the damage to critical assets or functions, namely – equipment, people, materials, structures, etc.

The facilities will protect against weapons effects such as:

- bullet penetration from small arms; considered here are pistols, rifles, sub-machine guns and small machine guns.
- fire hazards from incendiary devices; and
- destruction from physical violence.
- **Structural design:** according to SANS 10400 Code of Practice for the application of National Building Regulations.
- **Dimensions:** approximately 6.0 m x 3.4 m = 20.4 m<sup>2</sup>.
- **Height:** according to SANS 10400 Code of Practice for the application of the National Building Regulations.
- **Material**

### 3.2.1 Walls

According to **SANS 10400 Code of Practice** for the application of the National Building Regulations:

- Double brick and mortar with plaster and paint or face brick to suit the location.
- Thickness: 230 mm (outer and inner walls).
- To provide ballistic protection against *7.62 mm x 51 mm (R1/.308)*.
- Portholes should be installed for guards, to enable them to return fire if necessary.
- The interior shall be insulated and soundproofed along the entire inner surface area with a Sondor-type "*soundseal*" or *similar approved* to ensure flame and dust resistance.  
[Refer to Sondor Industries (Pty) Ltd.]

### 3.2.2 Glass

- BRG glazing to comply with **SANS 1263 – Part 3 Class RB** or any similar approved international performance standard.
- The panes of all BRG must be permanently marked to comply with:
- **SANS 1263:2007 Part 3 paragraphs 4, 4.1, a, b, and c** by the manufacturer in such a manner that the markings are visible in individual panes after installation.
  
- BRG and frame must be designed and manufactured to industry acceptable standards by a **SAGGA/SAGI**-registered BRG manufacturer.
- Drawings must include a glazing and reinforced frame schedule identifying the location of each bullet-resistant window, bullet-resistant screen, and bullet-resistant door opening in relation to the site-specific plan layout.
- Elevation drawings must illustrate the frame profiles, sizes, anchor types, glass thickness, and glass type (BRG or composite BRG).
- The drawings must be submitted with the tender document for perusal and approval prior to the manufacturing of the bullet-resistant window, frame, screen, and door.
- The manufacturer of the bullet-resistant window, frame, screen, and door assembly must submit an independent test report from the SABS or any other acceptable international standard.
- The test report information must specify compliance with the required ballistic protection level or class that will comply with **SANS 1263:2007 Part 3 Class RB** or any similar approved international performance standard.
- The bullet-resistant window, screen, frame, and door assembly must be manufactured with materials consistent with the ballistic threat level.
- The assembly must be strong, rigid, neat in appearance, square, and free of defects, warp, or buckle.
- The trim of frames must be welded and finished smoothly. The frame must be corrosion resistant and reinforced and must be consistent with the specific ballistic threat level or class.
- There must be no exposed fasteners on the threat side of the opening.
- The BRG must be mounted from the secure side of the opening. Glazing sealants, neoprene, or silicon and setting blocks must be provided by the supplier of the BRG.
- Glazing must provide protection against *7.62 mm x 51 mm (R1/.308)*.
- Recommended sizes: 900 mm x 900 mm or 1 200 mm x 900 mm or 600 mm x 1 200 mm (approximate). Minimum three (3) windows depending on site location.
- A one-way mirror-type glass can be used to ensure the concealment of the occupants.
- The glass must be slanted/ angled away at approximately fifteen (15) to twenty (20) degrees to the vertical to prevent reflections of light-coloured objects obstructing the guard's view of the outside. See Appendix B SANS 10389-2 2007 Edition 1.1.

## 1.1 DOORS

### 1.1.1 Entrance door

One security door with BRG view panel. Glazing must provide protection against *7.62 mm x 51 mm (R1/.308)*, and the door must comply with the **British G3** standard, fitted with a security key registered deadlock.

Should the need arise to house a server, the server room is to be fitted with a "30 minutes" fire rating door and a security key registered deadlock.

- Illumination
- Roof
- Floor
- Air conditioner
- Landline

### 1.1.2 Interior doors

- Solid wooden door – control room; with ventilation grille – bathroom; **SANS 545:2009** Edition 3.4.
- Resistance of **Class 1** wooden doors to weathering.

## 1.2 ILLUMINATION

- All illumination at the guard house must be in compliance with **SANS 10389 – 2:2007** Edition 1.1. A number of important aspects pertaining to lighting are, however, highlighted in paragraphs 8.8.1 to 8.8.4.
- Lux levels for security, domestic, and emergency illumination to conform to Act 85 of 1993, Occupational Health and Safety Act.

### 1.2.1 Inside the guard house

- Illumination is important, and it is essential that the illumination level inside the guard house is lower than on the outside. The interior paint finish shall be in a dark colour and the lighting of the work surface well shielded.

### 1.2.2 Outside the guard house

- The use of low brightness down lights away from the main tinted window is recommended to prevent the fitting creating bright spots on the window.
- "BRICKLIGHT"-type fittings around the guard house at approximately 350 mm above finish floor level to "wash" the area should additionally be installed. [Refer to Radiant Lighting Manufacturing Co Ltd/Radiant Lighting.]
- A bright spotlight/floodlight to illuminate the area in front of the guard house should be installed on the outside of the guard house. Make sure that the surrounding lights outside the guard house are brighter than inside at nighttime.
- Installation of a day/night light sensor must be located in an elevated spot, clear of any adjoining obstacles, preferably on one of the outside walls of the guard house.

### 1.2.3 Checkpoint lighting

- The illumination of entry/exit areas (checkpoints) shall be significantly higher than that of the adjacent areas or perimeter fence and designed to allow easy identification of persons in vehicles or on foot and comprehensive checking of motor vehicles, goods, and documents.
- The lighting shall be arranged on both sides of the entrance to ensure adequate cover all around the motor vehicle. The use of street lighting luminaries is recommended to avoid glare causing a hazard to drivers when ingress or egress from the premises takes place or to security personnel in the execution of their duties.
- Vandal-proof bulkhead or fluorescent luminaries, mounted above the guard house window, will enable security personnel to see into the driver's cab.
- By coating the road surface with a light-coloured paint, light will be reflected upward and facilitate inspection of the underside of vehicles.

### 3.5 Roof

- Roof finish and pitch, metal or tiles to suit locality/site-specific.
- Roof tiles/metal roof sheeting as specified in PW 371 Specification of Materials and Methods to be used.
- Roof to provide ballistic protection against 7.62 mm x 51 mm (R1/.308).

### 3.6 Floor

- Rubber/non-slip, durable, fire-retardant floor covering in all areas.
- Synthetic rubber "Saar Floor Noppe Stud Tile" [refer to Polyflor Ltd 2010] or similar approved.
- The tile shall be anti-static and easily cleanable.
- Tile to be of a dark colour. A material sample shall be presented for approval at tender submission.

### 3.7 Paint

- External paint colour and finish to suit locality/site-specific requirements.
- Internal paint should be non-reflective.
- Colour samples for both external and internal paint shall be presented for approval at tender submission.

### 3.8 Gutters and downpipes

- Gutters and downpipes are required.

### 3.9 Air conditioner

- One (1) x AC/heater combo with wall mount control unit inside control room (relevant BTU would be determined by size of work area).

### 3.10.1 Bullet resistant capability

When deployed in medium- high crime risk areas, the unit must have bullet resistance capability 7.62mm x 51mm R1/.38 doors, walls, windows and roof.

### 3.10.2 Power requirements

The unit must be AC powered and energy efficient with alternative battery power (for up to 12 hours) and or solar panels.

### 3.10.3 Lighting

The facility must be well ventilated and must have sufficient interior and exterior lighting suitable for day and night use. Energy efficient lighting must be utilised and the use of LED floodlights with motion detection/ sleep mode must be considered for exterior lighting purposes.

## 2. Drawings

Drawing number	Revision	Title
N/A		

## 3. Specifications

Title	Date or revision	Tick if publicly available
Safety, Health And Environmental Specifications For Principal Contractors	HSPHO/058	✓
Eskom Hendrina power station quality procedure	HSPPA/006	✓
Protective services – access control system procedure	HSPHO/020	✓
Hendrina power station label specification	HSSSPA/001	✓
Site boundaries drawing	25.15/37433	✓
The Hendrina power station environmental policy	HSPPPIN005	✓
The environmental emergency preparedness procedure	HSPPIN032	✓
The waste management procedure	HSPPIN003	✓
Vehicle and Driver Safety Management	32-93 Rev1	✓
Eskom Vehicle Safety Specification	32-345 Rev1	✓

## 2 Management and start up.

## 2.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Site Kick off Meeting	First week of the contract Award	Katjane Boardroom	<i>Employer, Contractor &amp; Supervisor</i>
Risk register and compensation events	As an when required by <i>Project Manager</i> or the <i>Contractor</i>	Katjane Boardroom	<i>Employer, Contractor, Supervisor, and ____</i>
Overall contract progress and feedback	Weekly	Katjane Boardroom	<i>Employer, Contractor, Supervisor, and ____</i>
Safety meetings	Monthly on Thursdays	Hendrina Auditorium	Safety, Contractor and Contract Managers

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

## 2.2 Documentation control

- NEC templates to be utilised.
- Both parties to retain documentation related to the project and issue at request by either party.

## 2.3 Health and safety risk management

- i. The Contractor shall comply with the latest revision of Eskom Hendrina Power Station's Health, Safety and Environmental Specifications for Principal Contractor's requirements as mentioned in HSPHO 058 "Safety, health and environmental specifications for principal contractors".
- ii. The Contractor shall comply with any other SHE requirements not stated in HSPHO 058 but required by the Employer.
- 2.3.1 General
- i. The Contractor complies with the Occupational Health and Safety Act no 85 of 1993 and its regulations, Eskom SHE Policy, Standards, Procedures, Guidelines, Specifications and Regulations.
- ii. The Contractor always ensures safety awareness through continuous training iii. The Contractor is always responsible for the supervision of his employees, agents and Sub-Contractors and takes full responsibility and accountability for ensuring that they are competent, compliant, and aware of the legal requirements and other requirements and execute the works accordingly. iv. The Contractor ensures that all statutory appointments and appointments required by any Eskom Regulations are made in writing and that all appointees fully understand their responsibilities and are trained and competent to execute their duties.
- v. The Employer, or any person appointed by the Employer, may, at any stage during the term of the contract:
- Conduct health and safety audits by a competent person regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the Contractor
  - Refuse any employee, Sub-Contractor, or agent of the Contractor access to the premises if such a person has been found to commit an unsafe act or any unsafe working practice or is found not to be competent or authorised
  - Issue the Contractor with a stop order, should the Employer become aware of any unsafe working procedure or condition or any non-compliance.
- vi. The Contractor immediately reports any incidents, disabling injury, near miss, first aid incident as well as any threat to health and safety of which it becomes aware at the works or on the Site to the Project Manager. vii.

The Contractor agrees that the Employer is relieved of all of its responsibilities and liabilities in terms of the Occupational Health and Safety Act no 85 of 1993 in respect of any acts or omissions of the Contractor, and the Contractor's employees, agents or Sub-Contractors, to the extent permitted by the Occupational Health and Safety Act no 85 of 1993.

- viii. The Contractor ensures that all his personnel attend a Health and Safety Induction Course presented by ETD, Monday to Friday – 09:00 to 11:00, free of charge prior to commencement of any works. This is a two (2) hour course and is valid for the duration of one (1) year at Hendrina Power Station.
- ix. The Contractor works strictly to regularly updated risk assessment.
- x. The Contractor ensures supervised and authorised entry into the plant.
- xi. The Contractor barricades the entire perimeter of the site.
- xii. The Contractor always ensures compliance with the safety regulations imposed by any act of parliament, or any regulation or by law of any statutory authority.
- xiii. The Contractor complies with the Occupational Health and Safety Act and Regulations, 1993 and all regulations made there under as well as the Employer's safety and operating procedures.
- xiv. The Contractor acknowledges that he is fully aware of the requirements of all the above and undertakes to employ people who have received sufficient training that they can comply therewith. The Contractor undertakes not to do, or not to allow anything to be done which will contravene any provisions of the act, regulations, or operating procedures.
- xv. All employees of the Contractor must attend a safety induction course before they are allowed to work on site. xvi. It is the responsibility of the Contractor to ensure that all employees have attended the safety induction. xvii. The Contractor holds a Toolbox Talk and inspects all PPE before any work commences and keep written proof of such actions.
- xviii. The Contractor complies with all the applicable procedures as required by the Employer; Procedures are available from the Employer's Documentation Centre on request.
- xix. The Contractor familiarizes himself with all permit requirements for work to be done on all plant systems and ensures that permits are applied for accordingly.
- xx. The following risks are identified by the Employer, and the Contractor includes these in his risk assessment:
  - a. Injury caused by hand tools.
  - b. High noise level.
  - c. Falling when working at heights.
  - d. Welding which may result in burning.
  - e. Movement of stairs while walking.
  - f. Falling objects.
  - g. Dust
  - h. Loose trench covers and gratings
- xxi. Any tampering with the Employer's fire equipment is strictly forbidden. xxii. All work done by the Contractor shall comply with the latest revision of Employer's SHEQ requirement as stated in the Safety, Health, and Environmental Specifications for Principal Contractors Ref. No.: HSPHO/058 and all other Employer safety requirements.
- xxiii. Employer compiles a baseline safety risk assessment to identify all the possible risks during the implementation of the project. xxiv. The risk assessment includes all the mitigating strategies to minimise all the possible risks. xxv. Employer provides the Contractor with the baseline risk assessment to use it as a minimum requirement to compile a risk assessment identifying all the risks before the implementation commences the risk assessment compiled by the Contractor will clearly show all the mitigating strategies to minimise all the possible risks.
- xxvi. No work shall be carried out without the risk assessment identifying all the risks and the mitigating strategies in place to address the identified risks.

### 2.3.2 Safety of workers

- i. The Contractor ensures the safety of all persons working in the Site. Any hot work, including welding, will be applied for in accordance with the permit to work system. No welding will be allowed on site unless permission is granted in writing by the Project Manager.
- ii. All welding, flame cutting and grinding work is properly screened to protect persons from arc flash or eye injuries. Fire blankets are fitted over the scaffolding planks and platforms. Precautions are taken to prevent any objects, welding or grinding splatter from falling.

### 2.3.3 Fire protection

- i. The Contractor ensures that adequate firefighting apparatus is provided at all his work sites, and that his employees are trained in the use of the apparatus.
- ii. The Contractor takes precautions to prevent any occurrence of fires or explosions while carrying out any work near flammable gas and liquid systems. Any tampering with the Employer's fire equipment is strictly forbidden.
- iii. All exit doors, fire escape routes, walkways, stairways, stair landings and access to electrical distribution boards must be kept free of obstruction and not be used for work or storage at any time. Firefighting equipment must remain accessible at all times.
- iv. In case of a fire, report the location and extent of the fire to the Electrical Operating Desk at 086 123 7566, 082 677 5295 or extension 5555 if phoning from an internal landline.
- v. Take action to safeguard the area to prevent injury and spreading of the fire.

### 2.3.4 First aid

- i. The Contractor provides a first aid service to his employees and Sub-Contractors. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's Medical Centre and facilities will be available.
- ii. Outside the Employer's office hours, the Employer's First Aid services are only available for serious injuries and life-threatening situations.
- iii. The Employer recovers the costs incurred, in the use of the above Employer's facilities, from the Contractor.

### 2.3.5 Hazardous substances

- i. The Contractor manages hazardous substances in accordance with the requirements of the Occupational Health and Safety Act no 85 of 1993 and the NEMWA Act. The Contractor declares all hazardous chemical substances brought to Site.

### 2.3.6 Plant safety regulations

- i. The Employer, on request from the Contractor, isolates required plant from all sources of danger as described in the Plant Safety Regulations.
- ii. The Project Manager, on request, makes available a copy of the latest revision of the Plant Safety Regulations to the Contractor.
- iii. The Contractor complies with all rules and regulations applicable to plant safety and completes the Workman's Register prior to working on the plant.
- iv. The Contractor declares any grinding and welding to be carried out on the workers register.
- v. At every permit change, the Contractor withdraws himself/herself/his staff for that period of permit suspension/revocation and thereafter only proceeds with the works after signing onto the new permit.
- vi. The Contractor ensures that he/she/all Sub-Contractors/personnel/staff/his visitors are medically, physically, and psychologically fit to enter Hendrina Power Station and especially any confined space.
- vii. The Contractor is prohibited from entering Restricted Areas.
- viii. The responsibility is on the Contractor to ensure that the correct confined/hazardous space requirements and tests have been met and done by the Employer prior to entry into any confined space or hazardous plant areas.
- ix. The Contractor ensures that all personnel are competent to carry out the works.
- x. The Contractor provides proof of competency for technical and safety aspects and must be available as and when required on site.

The *Contractor* shall comply with the health and safety requirements contained in Annexure \_\_\_\_\_ to this Works Information.

## 2.4 Environmental constraints and management

- i. The Contractor ensures that all equipment used in the designs/ solution offered conforms to all applicable environmental legislation.
- ii. The Contractor adheres to Hendrina Power Station Environmental Management System that must meet the requirements for the Code of Practice for EMS, ISO 14001:2004.

- iii. The EMS requirements are detailed in the latest revision of the following documents, which are available from the Project Manager on request, and include:
- a. The Hendrina Power Station Environmental Policy (HSPPIN005).
  - b. The identify & Update Environmental Aspects Procedure (HSPPIN024).
  - c. The Objectives & Targets Procedure (HSPPIN026].
  - d. The Environmental Emergency Preparedness Procedure (HSPPIN032).
  - e. The Training, Awareness & Competence Procedure (HSPPIN029).
  - f. The Prevention & Cleaning of Oil Spills Procedure (HSPPON003).
  - g. The Waste Management Procedure (HSPPIN003).
  - h. The Roles and Responsibilities Procedure (HSPPIN028).
  - i. The EMS Non-Conformance, Corrective and Preventative Action (HSPPIN034)
  - j. The relevant Environmental Management Programmes (EMP's) and Aspects on the EMS database - this is continually changing and is available from the Employers Representative.
  - k. Compliance to all relevant environmental legislation, as detailed in the latest version of the Hendrina Power Station Legal Register available from the Employers Representative.
  - l. All operational procedures that include environmental requirements, relevant to the Works Information or Scope of this contract. iv. The Contractor is responsible to comply with any new environmental requirements, relevant to the Works Information or Scope that may come into effect as part of Hendrina Power Station's EMS during the duration of this contract.
  - v. The Contractor is responsible to ensure representation at Environmental meetings that may require input for the updating of the EMS as well as training on an ad-hoc basis. vi. If there is uncertainty around any environmental issues, the Environmental Department at Hendrina Power Station may be contacted on (013) 296 3011 or (013) 296 3910 or (013) 296 3013.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure \_\_\_\_\_

## **2.5 Quality assurance requirements**

- i. The Contractor conforms to the following Quality Management requirements:
  - a. The quality requirements are as per ISO 9001:2008 and Hendrina Power Station Procedure HSPPA 006 "Quality requirements for quality related items".
  - b. Quality Inspection Plans shall be in the format of FESK 231 "Quality inspection plan form".
- ii. Documents submitted for review and acceptance by the Project Manager 30 days after the Contract Date and prior to the commencement of work are referred to in HSPPA 006.
- iii. The Contractor submits a full detailed Contract Quality Plan for acceptance within 30 days of the Contract Date.
- iv. No site work and designs are allowed unless the Employer accepts the QCP and QIP's.
- v. The Contractor utilises the Employer's quality documentation forms for requesting access, erection checks etc. These request forms must be submitted to the Supervisor at least 72 hours notification for off-site but local (within the country), 15 days if offshore and 24 hours for on-site inspections. This will be coordinated by the quality team and the Supervisors.
- vi. Apart from any statutory data packages required, the Contractor also compiles a data package (books) of the relevant drawings, test certificates etc. for each section of work which must be reviewed and signed off by the Supervisor at erection check phase prior to the commencement of the commissioning phase. vii. The Contractor is responsible for defining the level of QA/QC or inspection to be imposed on his SubContractors and suppliers of material. This level should be based on criticality of equipment and be submitted to the Project Manager for acceptance in the form of a QCP or ITP.
- viii. The Contractor submits a schedule of un-priced orders to be placed that is updated monthly.
- ix. The Contractor submits a quality report monthly, including the following:
  - a. A list of Defects with those older than 30 days being flagged, and an explanation attached.
  - b. Monthly updated Site and pre-site programmes
  - c. Foreign inspection dates
  - d. Inspections completed/outstanding
  - e. Register of accepted Defects
  - f. Non-conformance Reports, Corrective Action, Preventative Action and Concessions Reports
- x. Copy of all work instructions and procedures when requested by the Project Manager xi. The Employer carries out random and scheduled inspections on the plant.

## 2.6 Programming constraints

- Schedule must be submitted in Microsoft Projects format or Primavera. It must be submitted to the *Employer* before the start of the Project and weekly updates are required and must be submitted to the *Employer*.

## 2.7 Invoicing and payment

Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager's* payment certificate.

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd and include on each invoice the following information:

- Name and address of the *Contractor* and the *Project Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
  - Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT; • (add other as required)

## 2.8 Contract change management

All official communication between the *Contractor* and the *Employer* shall be in the form of an appropriate NEC form and/or letter.

## 2.9 Records of Defined Cost, payments & assessments of compensation events to be kept by the Contractor

- No standing time claims will be entertained without the relevant proof of presence and activity in the form of a time sheet.
- Proof of expenses must be provided to the *Employer* as a hard copy as well as a soft copy.

## 2.10 Training workshops and technology transfer

Training required must be provided by Contractor at the end of the Project to the Employer's requests.

## 3 Procurement

Eskom procurement procedure to be followed.

### 4.1 People

#### 4.1.1 Minimum requirements of people employed on the Site

As agreed upon during the negotiations of this contract

#### 4.1.2 BBEE and preferencing scheme

As stated by the SD&L requirements

## PART 4: SITE INFORMATION

Core clause 11.2(16) states

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

### 1. Access limitations

#### 1.1 Site location and Security

The Site is Hendrina Power Station which is located approximately 35km from Middelburg N4/N11 offramp along the Middelburg – Hendrina road (N11). Taking the Pullenshope turn-off, about 23 km south from N4/N11 offramp, and continue about 8km you will get to a sign Hendrina Power Station & turn left to the security gates. Access to the site will be via the main security gate only.

The *Employer* will inform the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.

The *Contractor* to allow in his price and program for delays at the security gate.

The Employer reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes but is not limited to briefcases and toolboxes. All *Contractor* employees to provide proof clearance before access permits are issued.

#### 1.3 Access limitations

Normal working hours are Eskom working hours: Monday to Thursday 7H00 to 16H15, Fridays 07H00 to 12H00. Timesheets and workers register are to be kept for records purposes i.e. man-hours worked safely etc. Daily time sheet must be kept up to date of normal and overtime always worked. The *Contractor* provides the *Employer* with the personal details of their staff at least two days prior to the occupation date. All names and details to be submitted to the Employer who arranges for all gate permits.

#### 1.4 Permit to Work System

NO work shall be carried out without a "PERMIT TO WORK". Contractor to comply with site Plant Safety Regulations and ensure that they have a person authorised in terms of Plant Safety Regulations. Plant with a prohibitive sign attached may only be operated by appointed Eskom personnel. Any Contractor employee found tampering with such plant will be permanently removed from Site.

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

No Eskom employee or Contractor would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of Eskom and Contractor employees – therefore the following will be enforced. All passengers must be transported in a closed vehicle with proper and adequate Seating, fitted with safety belt for the number of passengers to be transported. Tools and equipment must be properly secured.

#### 1.8 Eskom Life Saving Rules:

Adhere to Eskom lifesaving rules

#### 1.9 Environmental Policy and Waste Handling

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

During Execution of work contractor must adhere to site environmental requirements such as using the correct bins for the specific waste as labelled outside the bins. Contractor will be responsible to dispose the waste generated by the Project either during removal or installation.