



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and

for Supply and Installation of Online Elemental Analyser

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

Documentation prepared by: **Teboho Ramonotsi**

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 and Installation of Online Elemental Analysers

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

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

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R

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	[•]	[•]

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***

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

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ¹ is (Name):	Teboho Ramonotsi
	Address	Tutuka Power Station
	Tel No.	+27 17 749 9235
	Fax No.	[•]
	E-mail address	RamonoTG@eskom.co.za
11.2(11)	The <i>works</i> are	Supply and Installation of Online Elemental Analysers
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Tutuka Power Station
30.1	The <i>starting date</i> is.	
11.2(2)	The <i>completion date</i> is.	
13.2	The <i>period for reply</i> is	1 week
40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	1 week
50.1	The <i>assessment day</i> is the	25th of each month or the next working day.
50.5	The <i>delay damages</i> are	R1 000.00 per day
50.6	The retention is	0%
51.2	The interest rate on late payment is	0.5 % per complete week of delay.

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

80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the applicable "Format ECSC3" policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
82.1	The <i>Employer</i> provides this insurance	as stated for "Format ECSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
		Will be appointed when a dispute arise
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	To Be Announced in South Africa

The person or organisation who will choose an arbitrator

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

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

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

Z1 Cession delegation and assignment

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

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

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

Z3 Ethics

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

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any

² If June 2005 Edition applies, delete April 2013 and insert June 2005

³ State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to clause 12.2:

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

Z6 Health, safety and the environment

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 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 clause 50

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

Z8 Notifying compensation events

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

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

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

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

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

Z11 Addition to Clause 50.5

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

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

Z12 SD&L to consider

Refer to Annexure I of the Invitation to tender.

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

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

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 31 of the ECSC3 April 2013 Guidance Notes.

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

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

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

C2 Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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

C2.2 Price List

2.2.1 Supply and Installation of Online Elemental Analysers

Refer to the attached Excel spreadsheet for pricing

C3: Scope of Work

3. Supply and Installation of Online Elemental Analysers

3.1 System Installation

The scope will include the following:

1. Purchase of 2 x elemental analysers
2. Purchase of 2 x analyser base frames
3. Purchase of 2 x mass meters
4. Civil works for Analyser base frame for the analysers
5. Installation of analysers and mass meters
6. Decommissioning of old analysers
7. Calibration and testing of elemental analysers
8. Training staff on how to operate the analyser

The detail of the Scope of Work is found in **Section 3** of the **Technical Specification for the installation of Online Elemental Analyser** document **15ENG GEN-1205**, where the background of the installation is given plus the requirements for Mechanical, Electrical, Control & Instrumentation, Civil and Structural design, calibration tests are specified. Further requirements are also specified under **Section 4** of the same document.

It is thus a requirement that the Contractor shall ensure that these requirements are adhered to as a minimum for the successful implementation of the project to address deficiencies identified.

4. QUALITY CONTROL AND ASSURANCE

- The *Contractor* shall produce and submit a method statement, project plan and quality control plan (QCP) to the *Employer* one week before work commences; and
- The QCP must indicate relevant hold, surveillance and witness points to be agreed upon by the EDWL System Engineer.

5. PLANT LABELLING AND CONFIGURATION

The Contractor must design the labels for the plant in accordance with Tutuka AKZ Plant Labelling Guideline (240-62937990).

6. HANDOVER REQUIREMENTS

The system shall operate continuously and uninterrupted for a period a month prior to final handover.

As built documentation, drawings and data packs shall be delivered and approved as a condition for handover.

All passwords for the hardware or software must be handed over to client as part of the hand-over documentation

2. Drawings

--

The preparation of all working drawings required for the completion of the *works* shall be undertaken by the *Contractor* in accordance with requirements of SANS 2001-CS1:2005, clause 4.2. All Drawings shall be submitted to the *Employer* on an hardcopy and electronic format compatible to Micro-station programme

3. Tutuka Power Station General Specifications

--

Document No.	Rev.	Title	Attached
		Safety with which contractors are to conform at Tutuka Power Station	Y
		Tutuka Environmental Procedure	Y
15 ENG GEN 932		Tutuka Software Scope of Works	Y
240-51544462	1	Eskom Contract Quality Requirements Specification.	N
240-62937990	1	Tutuka AKZ Plant Labelling Guideline	Y
15 ENG MN SYS 0075	1	Tutuka AKZ Coding Manual	Y
240-56227443	1	Requirements for Control and Power Cables for Power stations Standard	N

Technical specifications:

Title	Date or revision	Tick if publicly available
<u>Technical specifications:</u>		
SANS 1200 A – General	Latest	x
SANS 1200 C – <i>Site Clearance</i>	Latest	x
SANS 1200 D – Earthworks	Latest	x
SANS 10142, edition 1.	Latest	x
SANS 1649, SANS 10378, SANS 1838	Latest	x
Safety, Health and Environmental specifications for <i>Contractors</i>	Latest	x
COLTO	1998	x
SANS 02254 Code of Practice for the design and construction of lighting masts	Latest	x

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

All generating equipment and test instruments necessary for the proper testing of the works shall be supplied by the contractor, and all tests shall be performed in the presence of the project Manager or his authorized representative. Should existing services interfere with the provision of the works the contractor is required to inform the project manager or his authorized representative immediately in order to obtain further instruction. The contractor has to advise Eskom 14 days in advance where he/she requires scaffolding. Due to the important nature of this work, this scope of work must be performed in the shortest times available. The contractor has to work 8 hours a day and during weekends. The contractor is depended on daylight.

4.1 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:
Construction Kick-Off Meeting	Prior to the commencement of any construction activities or manufacturing activities	TBC	<i>Project Team Members, Contractor and Others</i>
Milestones progress feedback	Weekly on as and when required	TBC	<i>Project Team Members, Contractor and Others</i>
Contractor's Safety Meeting	Monthly from 09H00 to 10H30	Production Boardroom	<i>Project Leader and the Contractor's safety representatives</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings shall be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

4.2 Use of standard forms

Provide details of standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications.

Standard forms to be used by the *Contractor* in the administration of the contract are:

- Access certificate
- Completion certificate
- Defects Certificate
- Delegation of the *Employer's* Duties
- *Employer's* assessment
- *Employer's* instruction
- Event Register
- Notification of a defect
- Task Order
- Termination certificate

4.3 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Works Information. Also include a list of information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

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

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

- Name and address of the *Contractor* and the *Service 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
- Purchase Order number and the line number of purchase order;
- The CPA will be applicable from year two onwards

- The *Employer's* Finance department and the *Contractor's* delegated person to determine the monthly / assessment CPA
- The approved CPA calculation sheet and the Invoice for CPA (with the GL Account Number and the Cost Center on the Invoice) to be send to the financial department as per *Employer's* Invoicing procedure / instruction
- *Employer's* Invoicing and payment procedure/ instruction to be followed.

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

4.4 Records of Defined Cost

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

The *Contractor* shall keep records of amounts paid by him for people employed by the *Contractor*, Plant and Material, work subcontracted by the *Contractor* and Equipment. These records shall be made available on request by the *Employer*.

4.5 BBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

Indicate the percentage (%) that is allocated to:

Price

80%

BBBEE Status

20%

Designated commodity (Yes/No)

Yes

4.6 Facilities to be provided by the *Contractor*

State any requirements such as offices on site for the *Employer*.

6.1.10 Site services provided by the *Contractor*

The *contractor* is to lift/lower all materials; tools and other equipment, in a safe manner to the satisfaction of *Eskom*. The *contractor* must supply *Eskom* a certificate that his rigger is qualified to perform such tasks. All the slings, chains and hoisting equipment ratings must be marked and *Eskom* will inspect it before arriving on site.

Contractor to provide its own fire extinguishers

6.1.11 Storage and accommodation

The *contractor* shall at his own cost, provide and maintain adequate and suitable storage accommodation for the proper housing and storage of all perishable or corrodible materials and fittings on site to be approved by *Eskom* before any deliveries are made to site. *Eskom* shall have free access at all times to the storage sheds. The *contractor* has to accommodate his workers at his own expense for the duration of this contract.

6.1.12 Temporary offices

The *contractor* shall provide temporary office accommodation on the site for his own use and for the use of *his* agent and foreman in charge, in a position suitable for the proper execution of the work to the satisfaction of *Eskom*. The *contractor* can apply for a telephone via *Eskom*, but it is for the *contractor's* account. The *contractor* can use his cellular phone, but he may not use it in the control room, plc room and switchgear room. Please note that a medical aid kit must also be in the office including a fire extinguisher. Two fire extinguishers must be on the plant and one in the temporary office. These fire extinguishers must be supplied with test certificates.

6.1.13 Security

The *contractor* will be responsible for compliance by his personnel, *suppliers* and *sub – contractors*, with all *Eskom* security regulations where they are applicable to the site of works and the access thereto.

4.7 Title to material from excavation and demolition

Read clause 70.2 then provide details as required. Particularly relevant in demolition where substantial amounts of copper are involved.

- All plant spares and materials to be inspected by the Contractor (Quality checked) before installing at the plant.
- Hold points must be attended and witness all intervention points as per approved QCP as per activity.
- The *Employer* will supply all spares and materials.
- The *Contractor* is not allowed to use any materials or spares for private usage or on any other Sites.
- The *Contractor* must transport material as requested.
- Requests to be in writing a day before the material will be needed.
- Work and QC do be done according to the regulations and procedures of the *Employer*.
- The *Contractor* will be responsible for the safeguarding, care and security of all items whilst in the *Contractors* custody and control, until Completion of the whole of the works.
- *Contractor* must be “able, trained and be prepared” with the necessary PPE, equipment, tools, skills and authorised to handle any equipment, spares, tools and materials related to the scope
- All spares removed and returned to Tutuka premises must be declared at the main entrance where the removal permit for the spares must be shown to the Protective Services personnel
- The *Employer* will issue all plant related spares and materials as negotiated
- All spares needed from the stores must be collected by *Contractor* and taken to required plant
- All faulty rotatable items to be taken to stores with necessary documents

4.8 Design by the Contractor

Paragraph 1 above will have outlined what work is to be designed by the *Contractor* (if any). State here what procedures are required for the submission and acceptance of that design.

The contractor is to show all the design on all the disciplines to Eskom for approval, before he/she can proceed with the manufacturing.

5. Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in Clause 11.2(1).

The contractor has to supply Eskom with a detailed program 7 days after the contract award date. The contractor must state the welding procedure completion date on the program, the manufacturing lead time and any other key dates. He/she must state when he/she will require the scaffolding three days in advance. Hold points are to be shown on his/her program for Eskom inspections.

Note: A high level program should be submitted at the tender stage.

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

Describe what the *Employer* will provide such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Item	Date by which it will be provided
Potable water available on site	Contract start date
Toilets	Contract start date
Storage area within the Power Station fencing	Contract start date
Medical assistance during normal working hours.	Contract start date
220-Volt power supply available	Contract start date

7. GENERAL WORKS INFORMATION

7.1. The *Contractor* to note and comply with the following:

- a) The *Employer* reserves the right to have any of the *Contractor's* personnel removed off site without cancelling the contract if, in the *Employer's* opinion, it is warranted.
- b) The *Employer* reserves the right to request disciplinary/corrective action if, and when, required.
- c) The *Contractor* shall operate under the direction and instructions of the *Power Station Manager* or such person/s as may be appointed by him.
- d) The *Contractor* shall maintain a high standard of workmanship expected by the *Employer* and shall comply with any quality assurance and quality procedures implemented by the *Employer*.
- e) The *Contractor* shall provide all overalls for *his/her* staff with clearly identifying motifs.

7.2. Security Arrangements:

- a) The *Contractor* applies for a photo permit (if on site for longer than two- (2) months) at the Security gate, prior to the *starting date*.
- b) All *Contractor's* personnel will be issued with a temporary access permit if not on site for at least two- (2) months which will contain the following information:
 - Name
 - ID Number
 - Company
 - Validity date

- c) In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the *Contractor* is to supply a list of all personnel that *he/she* intends using on site, at least 24-hours prior to entry of the Security Area. This list must be delivered to Protective Services, or can be faxed to (017) 749-9104. The list, identified with the *Contractor's* name, is to contain the following information:
- Employee name
 - Employee ID Number
 - *Employer's Project Manager/ Project Manager/ Employer's Representative/ Employer's Agent/ Employer's Agent signature*
 - Copy of the first page of the ID book of every employee of the *Contractor*.
- d) The list of details has to be completed on the special form attached to the *Contractor's* Safety Manual.
- e) The *Contractor* personnel will be required to be in possession of their *Contractor's* permit at all times.
- f) All *Contractor's* permits must be submitted to Protective Services when the relevant personnel leave the site after Completion of the *works*.
- g) Lost permits will be paid for by the *Contractor* to Protective Services at a cost of R50, 00 per lost permit.
- h) The *Contractor's* visitors and all personnel shall conform at all times, to the security arrangements in force at the time. Application forms for visitors must be filled in by the *Contractor's* Site Manager and approved by the *Project Manager/ Employer's Representative/ Employer's Agent*, one- (1) day before the visit and submitted to the *Employer's* Protective Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- i) The Chief of Protective Services may with valid cause remove any of the *Contractor's* personnel from the site, either temporarily or permanently. He may deny access to the site to any person, whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- j) No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with displayed contract vehicle permit disks will be allowed on site. Contractor Vehicle Permit Applications should be directed to the *Project Manager/ Employer's Representative/ Employer's Agent*.
- k) The *Contractor* will be restricted to the working areas associated with his place of work. The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
- l) Parking inside the *Power Station* building is strictly forbidden, except for loading purposes.
- m) No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the Tutuka Power Station security gate.
- n) The *Contractor's* employees and Equipment are subject to being searched on the entering or leaving the security area of the *Power Station*. Searching is done on a 'spot check' basis. The *Contractor* ensures that a detailed equipment and tool list for each person is available on arriving at site. Failure to comply may result in delays when leaving site wanting to remove equipment and tools.

7.3. Health and Safety:

7.3.1 Plant Safety Regulations:

- a) The *Employer* shall on request from the *Contractor* isolate required plant from all sources of danger as described in the Plant Safety Regulations.

- b) The *Employer* shall, on request, make available a copy of the latest revision of the Plant Safety Regulations to the *Contractor*.
- c) The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Register prior to working on the plant.

7.3.2 Fire Precautions:

- a) Any tampering with the *Employer's* fire equipment is strictly forbidden.
- b) All exit doors, fire escape routes, walkways, stairways and 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. Fire fighting equipment must remain accessible at all times.
- c) In case of fire, report the location and extent of the fire to Electrical Operating Desk at **017 – 749 5725 or 017 – 749 5726**.
- d) Take the necessary action to safe guard the area to prevent injury and spreading of the fire.
- e) Cameras and cellular phone cameras will only be allowed with the written permission of the *Employer*. Explosives and firearms are not allowed within the security area of the *Power Station*.

7.3.3 Reporting of accidents:

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to co-operate fully to achieve this objective. The *Project Manager/ Employer's Representative/ Employer's Agent* must be informed immediately of any Category B or C incidents. Category A incidents and any damage to property or equipment must be reported to the *Project Manager/ Employer's Representative/ Employer's Agent* within 24-hours.

NOTE: This report does not relieve the *Contractor* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

7.3.4 Speed limit:

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 km per hour will be adhered to on the premises at all times.

7.3.5 Health and Safety Arrangements:

- a) The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with the *works*. A one- (1) hour course will be provided by the *Employer* and will be valid for the duration of one- (1) year.
- b) The *Contractor* shall comply with the guidelines set out in the Contractor's Safety Manual SAS 0013. The sheet on the first page of the Safety Manual must be completed and signed by the *Contractor* before taking possession of the *works*. This sheet will be valid for the duration of the *works*. The Safety Manual must be signed at the Safety Risk Department.
- c) Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.
- d) The *Project Manager/ Employer's Representative/ Employer's Agent* shall be entitled to instruct the *Contractor* to stop work, without penalty to the *Employer*, where the *Contractor's* personnel fail to confirm to safety standards or contravene health and safety

regulations. The *Project Manager/ Employer's Representative/ Employer's Agent* is entitled to cause the *Contractor* to discipline *his/her* employees and to submit disciplinary action, and submit a report to the *Project Manager/ Employer's Representative/ Employer's Agent*. The *Contractor* shall implement additional health and safety precautions where necessary.

e) **The following Health & Safety requirements should be complied with:**

- i) The *Contractor's* proof of registration with the Compensation Commissioner and assessment of payment should be verified.
- ii) The *Contractor* to demonstrate that all of *his/her* employees have been made aware and understand the risks and hazards associated with the type of work or activity to be carried out.
- iii) The *Contractor* to demonstrate that *he/she* is capable of providing the *Employer* with proof of free issue of adequate Personal Protective Equipment (P.P.E.) to be used by *his/her* employees (preferably SABS approved).
- iv) The *Contractor* to receive Safety Risk Management Manual for Contractors (Ref: 30/05-PA*003) and to complete all relevant forms (i.e. pages 25 to 32.)

NB: All forms to be completed and submitted to SRM before the commencement of work on site.

- v) All the *Contractor's* employees to receive a formal Safety Induction Training from Safety Risk Management before commencement of work on site.

7.3.6 Barricading / Screens and Scaffolding:

The *Contractor* shall provide and install barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to dangerous areas.

The *Employer* will supply scaffolding. Arrangements of such must be made at least one- (1) week in advance by the *Contractor*. (Tampering of any approved scaffold is not allowed for any adjustments – The *Project Manager/ Employer's Representative/ Employer's Agent* should be notified for any adjustments.)

7.3.7 Asbestos:

a) All stripping of asbestos material shall be undertaken strictly in accordance with the *Employer's* Procedure OVP76 HSPHRN 00 00 5 and other relevant standards and updates, with special reference to the asbestos regulations according to the Occupational Health and Safety Act number 85 of 1993.

b) The *Project Manager/Employer's Representative* shall advise the *Contractor* whether areas that are to be stripped of lagging have been identified as containing asbestos. If the *Contractor* is not sure whether lagging contains asbestos, he is to notify Risk Management who will identify whether the lagging contains asbestos.

c) The *Contractor* shall be obliged to ascertain from the *Project Manager / Employer's Representative* in advance whether areas required to be stripped are non-asbestos. Any *Contractor*, other than the *Contractor* appointed to remove asbestos shall strip no lagging material containing asbestos fibres.

d) The *Contractor* appointed to remove asbestos, may not begin removal without first obtaining the necessary permission from the Inspector of Labour and Risk Management.

7.4. Construction, Erection and Maintenance work on site:

- a) The *Contractor* will be responsible for the provision of all or any temporary or expendable materials required allowing for storage of material.
- b) The *Contractor* will be responsible for the safeguarding, care and security of all items whilst in the *Contractor's* custody and control, until Completion of the whole of the works.**
- c) The *Contractor* will be responsible for all craneage and equipment that is required to complete the work.
- d) The *Contractor* will be responsible for the repair, replacement or correction as necessary of any and all items of plant and/or materials supplied by the *Employer*, which are damaged and/or lost while in the *Contractor's* custody and control.

7.5. Use of the Employer's Tools and Equipment:

- a) For the purpose of expediting the *works*, the *Employer* may make facilities and services available to the *Contractor* as provided at no cost to the *Contractor*. The *Contractor* will not receive any reimbursement or make any change to the beneficial use of the facilities or services.
- b) The *Employer* may allow the *Contractor*, for the execution of the *works*, the reasonable use of its workshop, cranes, tools and equipment, provided that the *Employer's* own work and business are not interfered with in any manner by such use. The *Contractor* shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages by the *Employer* as a result of any act of negligence by the *Contractor*, *his/her* employees or sub-contractor while using such workshop, cranes, tools and equipment.
- c) The *Contractor* is responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and/or lost whilst in the *Contractor's* custody and control.**
- d) The *Contractor* must ensure that any one of *his/her* employees or Sub-contractor, operating hoist equipment belonging to the *Employer*, is authorised by the *Contractor*.

7.6. Plant Identification Labels:

The *Contractor* is responsible to replace or repair all plant identification labels that are removed or damaged during the execution of the *works*.

7.7. Quality Requirements:

- a) Proof of the *Contractor's* personnel competence in terms of Reg 18 (5 and 6) of the OHS Act is required by the *Employer*.
- b) The *Contractor* will comply with the *Employer's* Quality Requirements as specified in Eskom Generation Standard HSP/PA006 Form A to the Works Information. Annexure B to this Standard indicates the specific application thereof.
- c) All quality control documentation must be submitted to the *Project Manager/ Employer's Representative/ Employer's Agent* within 15 days after contract award, but prior to the *possession date*.
- d) Quality requirements for Engineering and Construction Works GGS 0462 must be adhered to. This document is available from the *Project Manager / Employer's Representative* on request.

7.8. Waste Disposal:

All waste introduced to and/or produced on the *Employer's* premises by the *Contractor* for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act, 1994 Ref: ISBN0621-16296-5.

7.9. Hazardous substances

This product is classified as a hazardous substance and safety brochures must accompany delivery. In accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and 11.

7.10. Environmental Requirements:

The *Contractor* will be required to ensure that the following environmental requirements are complied with at all times:

1. Zero liquid effluent discharge.
2. No chemicals will be dumped into the station drains or on the premises.
3. No oil or waste will be dumped on an unauthorised area or unlicensed waste site.
4. Asbestos will be handled and stored according to Act 15 of 1973 (hazardous substances Act).
5. No materials or waste will be burnt on site. Hazardous substances shall be handled and stored according to the hazardous substances Act no 15 of 1973. No effluent shall be discharged into the public streams.
6. Contractor's activities/ services shall be carried out as per procedure: Tutuka Environmental Procedure for Contractors, ref number: 55-PA*021.

7.11. Accommodation:

The *Employer* does not supply accommodation. The *Contractor* must provide accommodation for his/her employees and costs for this must be included in the contract prices.

7.12. Messing Facilities:

The *Contractor* shall be entitled to utilise the *Employer's* messing facilities available at Tutuka Power Station on site.

The *Contractor* shall however arrange for his staff's own meal tickets. The *Contractor* shall pay the existing rate applicable for such messing facilities.

7.13. Medical Facilities:

Minor First Aid requirements should be provided by the *Contractor*. Should these prove to be inadequate, for example in the event of a major injury, the *Employer's* Medical Centre and facilities will be available.

The *Employer* shall be entitled however to recover the reasonable costs incurred in respect thereof from the *Contractor/Sub-contractor*.

The *Employer's* Medical Services for after hours will only be available for major injuries and life threatening injuries.

7.14. Scrap Removal

Scrap bins will be provided at set points. These are for scrap metal only and not for cement or any other form of debris. Scrap metal and rubber are stored in two different locations – please take note.

7.15. Irregularities

In accordance with Eskom's Directive "ESKADABK9 - Protecting Disclosure of Crime and Irregularities in the Workplace", you are encouraged to report any crime and irregularities in accordance with the provisions of the Protected Disclosures Act 26 of 2000 as follows:

1. You may direct any concerns or process related queries, in writing, to the Tutuka Power Station Manager.
2. Kindly include the following information with your concerns:

- 2.1: Enquiry or Purchase orders number (if available).
- 2.2: Date of enquiry or purchase order.
- 2.3: Name of person or buyer.

3. Contact details of the Power Station General Manager is as follows:

Tutuka Power Station
General Manager
Mr. Sello Mametja
Private Bag X2016
STANDERTON
2430 Mpumalanga
Fax: 017 749 5700

4. Alternatively, to disclose any concerns or process related queries you may contact:

Eskom's Corporate Investigations and Security
Phone toll free: 0800 11 27 22
Speak to a person: (011) 800 4444
Via the Internet: ciands@eskom.co.za

All information will be handled and dealt with extreme confidentiality.

7.16 Abuse of alcohol and/or intoxicating substances

The *Employer* will test the *Contractor's* employees for being under the influence of alcohol and/or intoxicating substances on an ad hoc basis. Please inform your employees that such behaviour is in contravention of the Occupational Health and Safety Act and your contract with the *Employer*.

Should this behaviour persist, you will leave the *Employer* with no other alternative but to review this contract.

Your co-operation in this regard is highly appreciated.

Ethical principles & Eskom values

Ethical principles

Eskom's Business Conduct Policy is based on the following ten ethical principles:

- a) Perform your duties with honesty, integrity and to the best of your ability. Do not allow anyone to be misled. Communicate openly and honestly, and demonstrate a sense of purpose and a commitment to achieving the optimum outcome, even under adverse conditions.
- b) Treat people with fairness, courtesy and sensitivity with respect to their rights. Have respect for diversity.
- c) Accept accountability for your actions and decisions.
- d) Behave in a way that is above reproach.
Comply with all the rules, procedures and regulations that apply to *Eskom*, its systems and the way *Eskom* conducts its business.
- f) Use information obtained from *Eskom* only for the purpose for which it is intended.
- g) Treat the assets and property of *Eskom*, its employees, its customers and its suppliers with the same respect as if it were your personal property. Do not waste *Eskom's* resources, including time.

- h) Share and declare any information you may have about personal or corporate conflict of interests. All declarations about conflict must be made in writing.
- i) Refuse any gift that could be regarded as an attempt to exert undue influence on you.
- j) Challenge others if they are acting in an unethical way, report behaviour in conflict with this code and do not tolerate any form of retribution against those who speak up.

Eskom values

Definitions:

Integrity: To constantly act in a manner that promotes trust, dependability and a commitment to honesty at all times.

Description of Behaviours and Attitudes:

- Delivering on our promise
- We fully subscribe to operating within the laws of the country and Good Corporate Governance
- Rules apply equally to all
- Zero tolerance for dishonesty
- Challenge dishonest behaviours

Customer Satisfaction: to provide service excellence that exceeds our customers' expectations.

Description of Behaviors and Attitudes:

- Consistent and reliable quality delivery
- Fanaticism of response
- Always keeping your customers informed
- Being open and honest with your customers
- Recognize and support the importance of the value chain that we are part of

Excellence: To continuously strive to be the best through exceptional performance that exceeds expectations

Description of Behaviours and Attitudes:

- Exceeding expectations by beating set targets
- Continuous improvement (improve on set targets, improve expertise)
- The ability to admit mistakes
- Taking accountability on responsibility for own actions
- Effective application of policies and procedures

Innovation: To foster an environment that nurtures innovative people and creative solutions

Description of Behaviours and Attitudes:

- Create solutions for customers through improving ways of DOING THINGS
- Having an open-mind, creating a culture where innovation IS REWARDED
- Using creativity in support of innovation
- Allow people to constructively challenge the status quo
- Freedom within the constraints of best practice always in THE INTEREST of the company.

7.17. Assessment and Invoicing

To enable payment, the *Contractor* must ensure to conform to the following:

- An official **4500**..... Order Number is available **BEFORE** commencing of work.
- An assessment is jointly completed by the *Project Manager / Employer's Representative* and the *Contractor* and that they are in agreement on at least the following:
 - * Completed scope
 - * Completed quantity
 - * Value of work completed
- Preparation of an invoice in accordance with the assessment and deliver it directly to the Accounts Payable Department at invoiceseskomlocal@eskom.co.za.

C4: Site Information

Site Information is information about the *site* at the time of tender which the tendering contractor needs to allow for in his rates and Prices. The information does not change after contract award, nor does it describe or specify anything which the Parties do during the contract. It is only referred to during administration of the contract if the *Contractor* encounters conditions which are different to those described here. The *Contractor* will then make a comparison between actual conditions encountered and those described here in his assessment of any additional cost or time he may need to be compensated for in order to complete the works. Disputes about the difference between the effects of conditions encountered and those which the *Contractor* allowed for in his Prices will be minimised if the information given here is complete and relevant. If no information is given the tendering contractor will need to guess what he may encounter thus tendering higher Prices to allow for conditions that may not even exist.

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

1. Access limitations

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

- The *works* shall take place at Tutuka Power Station coal conveyors 6A and 6B on the ground level. Most of the activities can be done within reach and a use of a step ladder. However, activities that will be done above 2 meters from a flat surface will require scaffolding and hooking up at heights. The *Contractor* shall provide activity plans requiring working at heights in advance for scaffolding to be erected at specified work areas.

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

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

Where excavation is required, the contractor should perform ground scanning to determine if there is electrical power cabling underground prior to excavation activity.

3. Hidden and other services within the *site*

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

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

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

