



## NEC3 Engineering & Construction Contract

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

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

for An enabling agreement with a panel of 20 contractors for the Provision of Supervision, Labour, Equipment, Material (except the big five (Poles, Transformers, Meters, Conductor and Cable) and transport (as it will be required and authorized in specific circumstance) for Reticulation projects in the Kwa-Zulu Natal Operating Unit, on an “as and when” required basis for a period of 36 months

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<b>Contents:</b>	<b>No of pages</b>
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**CONTRACT No. ENQUIRY NUMBER : KZN120**

## Part C1: Agreements & Contract Data

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<b>Contents:</b>	<b>No of pages</b>
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<b>[to be inserted from Returnable Documents at award stage]</b>	
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<b>[to be inserted from Returnable Documents at award stage]</b>	

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# C1.1 Form of Offer & Acceptance

## Offer

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

**An enabling agreement with a panel of 20 contractors for the Provision of Supervision, Labour, Equipment, Material (except the big five (Poles, Transformers, Meters, Conductor and Cable) and transport (as it will be required and authorized in specific circumstance) for Reticulation projects in the Kwa-Zulu Natal Operating Unit, on an “as and when” required basis for a period of 36 months.**

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 B,	The offered total of the Prices exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% 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 witness

Date

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)

Agnes Mlambo

Capacity

General Manager- KZN OU

**for the  
Employer**

**ESKOM HOLDING SOC LIMITED**

(25 Valley View Road, New Germany, 3602)

Name &  
signature of  
witness

Date

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 \_\_\_\_\_

Agnes Mlambo

Capacity \_\_\_\_\_

\_\_\_\_\_

On behalf of *(Insert name and address of organisation)*

**General Manager- KZN OU**  
25 Valley View Road , New Germany, 3602

Name & signature of witness \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## 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>B: Priced contract with bill of quantities</b></p> <p><b>W1: Conflict Resolution</b></p> <p><b>X1: Price adjustment for inflation</b></p> <p><b>X2: Changes in the law</b></p> <p><b>X5: Sectional Completion</b></p> <p><b>X7: Delay damages</b></p> <p><b>X13: Performance Bond</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>Mlungisi Sibiyi</b>
	Address	<b>01 Portland Rd, Mkondeni, PMB, 3212</b>
	Tel	<b>031 240 7996</b>
	Fax	<b>Not Applicable</b>
	e-mail	<a href="mailto:sibiyaml@eskom.co.za">sibiyaml@eskom.co.za</a>

11.2(13)	The <i>works</i> are	<b>Minor and Major Reticulation work</b>
11.2(14)	The following matters will be included in the Risk Register	<p><b>As per the SHE Specification - 240-73198174</b></p> <ul style="list-style-type: none"> <li>• Cost overruns due to unpredictable surface conditions.</li> <li>• The possibility of existing services which might not be indicated on the wayleave.</li> <li>• Completion Date</li> <li>• Late material Delivery</li> <li>• Theft of un-energised cables</li> <li>• Vandalism of un-energised primary plant</li> <li>• Armed robberies on site</li> <li>• Theft of Project Material on Eskom site camp</li> <li>• Bush Clearing</li> <li>• Local Business Forums</li> <li>• Political Unrest</li> <li>• Community Unrest</li> <li>• Weather</li> <li>• Survey Issues</li> <li>• Safety Compliance</li> <li>• Design Alterations</li> </ul>
11.2(15)	The <i>boundaries of the site</i> are	<b>All projects to be executed in terms of this contract will be executed at various sites within the KZN Operating Unit.</b>
11.2(16)	The Site Information is in	<b>The Site Information will form part of the Project Specific Agreement for each project to be executed in terms of this contract.</b>
11.2(19)	The Works Information is in	<b>The Works Information will form part of the Project Specific Agreement for each project to be executed in terms of this contract</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>2 weeks</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 <i>works</i> is	<b>Contract Duration is 36 months</b>
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be	<b>Condition to be met</b> <span style="float: right;"><b>key date</b></span>

	met are:	1	Any key date and conditions will be specified in the Project Specific Agreement for any project executed in terms of this contract	As per the start and delivery dates of the Purchase Order
30.1	The <i>access dates</i> are:	<b>Part of the Site</b>		<b>Date</b>
		1	Access dates will be specified in the Project Specific Agreement for any project executed in terms of this contract	As per the access to site certificate
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks after kick-off meeting</b>		
31.2	The <i>starting date</i> is	<b>Contract Duration is 36 Months, commencement date to be notified</b>		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>1 week</b>		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> 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 Completion of the whole of the works.</b>		
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>		
	except that the <i>defect correction period</i> for	<b>outages is 8 weeks</b>		
<b>5</b>	<b>Payment</b>			
50.1	The <i>assessment interval</i> is	<b>Between the 25<sup>th</sup> day of each successive month.</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>30 days on approval of the invoice.</b>		
51.4	The <i>interest rate</i> is	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 (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 *mutatis mutandis* 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.

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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><b>On construction site</b></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><b>South African Weather Bureau</b></p> <p><b>Nearest weather station of the South African Weather Services closer to site</b></p> <p><b>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Employer</i></b></p>
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60.1(13)	<p>Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:</p>	<p><b>As stated in Annexure A to this Contract Data provided by the <i>Employer</i>.</b></p> <p><b>Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.</b></p>
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<b>7</b>	<b>Title</b>	<p><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.</b></p>
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## 8 Risks and insurance

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80.1	<p>These are additional <i>Employer's</i> risks</p>	<ol style="list-style-type: none"> <li>1. Inclement weather</li> <li>2. Resident Complaints</li> <li>3. Theft and vandalism</li> <li>4. Political Unrest</li> <li>5. Local Business Forum</li> </ol>
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		6. Community Unrest
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for “Format A” / “Format B” / “Format Dx”</b> {choose the applicable format then delete the others and delete this note} <b>available on</b> <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> <b>(See Annexure B for basic guidance)</b> <b>Annual Contractors All Risks Insurance Policy ESK2019/20 ACAR</b>
84.1	The <i>Employer</i> provides these additional insurances	<b>as stated for “Format A” / “Format B” / “Format Dx”</b> {choose the applicable format then delete the others and delete this note} <b>available on</b> <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> <b>(See Annexure B for basic guidance)</b> <b>Annual Contractors All Risks Insurance Policy ESK2019/20 ACAR</b>
84.1	The <i>Contractor</i> provides these additional insurances:	<b>as stated for “Format A” / “Format B” / “Format Dx”</b> {choose the applicable format then delete the others and delete this note} <b>available on</b> <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> <b>(See Annexure B for basic guidance)</b>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor’s</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).</b>
<b>L9</b>	<b>Termination</b>	As per core clauses sections 9, NEC ECC, including transgression of the Eskom Life Saving rules and contravening Eskom policies ,procedures, guidelines and continuous disregard of Non Conformance

**Data for main Option clause**

**10**

<b>B</b>	<b>Priced contract with bill of quantities</b>	
60.6	The <i>method of measurement</i> is	<b>Assessment on the work done</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
W1.2(3)	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. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration.</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>[•] KZN in South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1(a)	The <i>base date</i> for indices is	<b>1 month prior to Tender Closing Date</b>
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	<p>The prices will be fixed and firm rates for the first 12 months of the contract. At the anniversary date of the contract the prices will be adjusted by Contracts Management team for inflation using CPA. The relevant publications to be used are published by the department of Labour. Rates will then be adjusted as follows:</p> <p>CPI will be used as CPA at the anniversary of the contract at 85% Variable and 15% fixed</p>

<b>X2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>		
<b>X5</b>	<b>Sectional Completion</b>			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	<b>Section</b>	<b>Description</b>	<b>Completion date</b>
		1	The completion date for each section of the work will be specified in the Project Specific Agreement for any project executed in terms of this contract	As per accepted construction programme
X5 & X7	Sectional Completion and delay damages used together	The delay damage for each section of the work will be specified in the Project Specific Agreement for any project executed in terms of this contract and will be relevant to the specific project being executed.		
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	<b>section</b>	<b>Description</b>	<b>Amount per day</b>
		1	As agreed upon the accepted construction programme	As agreed upon the accepted construction programme
	Remainder of the <i>works</i>			
	The total delay damages payable by the <i>Contractor</i> does not exceed:		R 5,000.00 per day from project completion date Outage late start R1000 per hour Outage late finish R1000 per hour Outage cancellation R1000 per hour of the outage duration	
<b>X15</b>	<b>Limitation of the <i>Contractor's</i> liability for his design to reasonable skill &amp; care</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>		
<b>X16</b>	<b>Retention (not used with Option F)</b>			
X16.1	The <i>retention free amount</i> is	<b>R.0</b>		
	The <i>retention percentage</i> is	<b>10%</b>		
<b>X18</b>	<b>Limitation of liability</b>			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>The sum of the loss as a result of any action arising by any negligent act by any person under the contractor's employ or any person performing work under the direct supervision of the contractor</b>		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>the amount of the deductibles relevant to the event described in the insurance policy format selected in the data for clause 84.1 above, which policy is available on ESK2019/20 ACAR</b>		

X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• <b>the total of the Prices at the Contract Date and</b></li> <li>• <b>the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus R15M first amount payable in terms of the <i>Employer's</i> assets policy.</b></li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• <b>Defects due to his design which arise before the Defects Certificate is issued,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Site,</b></li> <li>• <b>loss of or damage to property (other than the <i>works</i>, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and</b></li> <li>• <b>infringement of an intellectual property right.</b></li> </ul>
X18.5	The <i>end of liability date</i> is	<p><b>(i) 7 years after the <i>defects date</i> for latent Defects and</b></p> <p><b>(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.</b></p> <p><b>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</b></p>
<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 to Z12 always apply.</b>
<b>Z1</b>	<b>Cession delegation and assignment</b>	
Z1.1	The <i>Contractor</i> 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.*

**Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet 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 Subcontractors or the Subcontractor's employees,

**Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

**Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

**Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and

**Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z 12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 12.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Works if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Works for this reason.

Z 12.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Works for this reason, the procedures and amounts due on termination are respectively P1, P2 and P3, and A1 and A3.

Z 12.4 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.

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).

The *Employer* may terminate the *Contractor's* obligation to Provide the Works if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) 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 such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

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

If any one of these *weather measurements* recorded within a calendar month, before the Completion Date for the whole of the *works* and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the *Contractor* may notify a compensation event.

Month	<i>Weather measurement</i>				
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[•]	[•]	[•]	[•]	
February	[•]	[•]	[•]	[•]	
March	[•]	[•]	[•]	[•]	
April	[•]	[•]	[•]	[•]	
May	[•]	[•]	[•]	[•]	
June	[•]	[•]	[•]	[•]	
July	[•]	[•]	[•]	[•]	
August	[•]	[•]	[•]	[•]	
September	[•]	[•]	[•]	[•]	
October	[•]	[•]	[•]	[•]	
November	[•]	[•]	[•]	[•]	
December	[•]	[•]	[•]	[•]	

Only the difference between the more adverse recorded weather and the equivalent measurement given above is taken into account in assessing a compensation event.

## **Annexure B: 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, insurance provided by Eskom (the *Employer*) has been arranged on the basis of “project” or “contract” value, where the value is the total of the Prices at Completion of the whole of the works including VAT.

A “project” is a collection of contracts or work packages to be undertaken as part of a single identified capital expansion or refurbishment of a particular asset or facility.

A “contract” is a single contract not linked to or being part of a “project”.

2. For ECC3 there are three main “formats” of cover and deductible structure; Format A, Format B and Format Dx.

**Format A** is for a project or contract value less than or equal to R350M (three hundred and fifty million Rand) inclusive of VAT.

**Format B** is for a project or contract value greater than R350M (three hundred and fifty million Rand) inclusive of VAT.

In the case of contracts / packages within a project:

- For a contract / package of R50M which is part of a R400M project, Format B will apply
- For a contract / package of R250M which is part of a R6 billion project, Format B will apply;
- For a contract / package of R120M which is part of a R350M project Format A will apply;

For a contract which is not part of a project the same limits apply:

- For a contract of R50M, Format A will apply
- For a contract of R355M, Format B will apply.

**Format Dx** applies only to Distribution Division projects and contracts. If a Distribution Division project or contract exceeds the Format A limit, the Eskom Insurance Management Services [EIMS] need to be contacted for advice on how to formulate the insurance cover. Cover and deductibles for Distribution Division are per the relevant policy available on the internet web link given below.

**Format A generally applies to Transmission Division** projects and contracts. If a Transmission Division project or contract exceeds the Format A limit, the Eskom Insurance Management Services [EIMS] need to be contacted for advice on how to formulate the insurance cover.

3. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below 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 84.2. In terms of clause 84.1 “the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide”. 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.
4. When the 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.
5. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**

[http://www.eskom.co.za/live/content.php?Item\\_ID=9248](http://www.eskom.co.za/live/content.php?Item_ID=9248)

## C1.2 Contract Data

### Part two - Data provided by the Contractor.

#### Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 (April 2013) Guidance Notes.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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	<b>Not Applicable</b> <b>Not applicable</b>
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>

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see [www.ecs.co.za](http://www.ecs.co.za)

<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	<b>Rands</b>
11.2(31)	The tendered total of the Prices is	<b>Rates based contract</b>

## **PART 2: PRICING DATA**

### **ECC3 Option B**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
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## C2.1 Pricing assumptions: Option B

### How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract (ECC3) Option B states:

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	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
		(28) The Price for Work Done to Date is the total of
		<ul style="list-style-type: none"><li>• the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and</li><li>• a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</li></ul>
		Completed work is work without Defects which would either delay or be covered by immediately following work.
		(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

### Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

### Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

There is no general provision in Option B for payment for materials on Site before incorporation into the *works*. If secondary Option X14 Advanced payment has not been used then the tendering contractor may obtain the same effect by inserting appropriate items in the method related charges where the *method of measurement* allows, or alternatively making allowance in the rates of the *bill of quantities* for the financing of Plant and Materials until they are incorporated in the *works*.

When compensation events arise, the default position is that the Bill of Quantities is not used to calculate the cost effect of the event. Defined Cost and the resulting Fee is used and Defined Cost includes all components of cost which the *Contractor* is likely to incur, including so called P & G items. Rates and lump sums from the Bill of Quantities, or from any other source, may be used instead of Defined Cost and the Fee only if the *Contractor* and *Project Manager* agree. If they are unable to agree, then Defined Cost

plus Fee is used.

## Measurement and payment

### Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
sum	Lump sum
t	tonne (1000kg)

### General assumptions

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.

The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

## **Departures from the *method of measurement***

### **Amplification of or assumptions about measurement items**

The following is provided to assist in the interpretation of descriptions given in the method of measurement. In the event of any ambiguity or inconsistency between the statements in the method of measurement and this section, the interpretation given in this section shall be used.

### **Quotations required.**

As and when required by the Employer, the contractor may obtain a minimum number of 2 quotations.

### **Handling Fee**

A handling fee of 10% will be applicable for buyout material.

## C2.2 The *bill of quantities*

BOQ, attached to the tender.



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## Description of the works

### 1.1 Executive overview

The purpose of this contract is to facilitate the construction of all **Reticulation projects** for the Asset Creation Section of Distribution within the KZN Operating Unit within South Africa.

This contract will facilitate ease of appointment of contractors who prequalify according to the Conditions of Tender as advertised. Work will be allocated on a fair basis to each contractor depending on the Panel they are appointed on, their CIDB Grading and financial evaluations as carried out by Eskom.

All work shall be carried out to the specified requirements, standards and quality as set out by Eskom while observing and complying to all safety and environmental requirements at the agreed rates. All project specifications will be included in the relevant Project Specific Agreement for each project and should be complied with, as per the details compiled in the Eskom SHE Specification.

The Contractor is appointed on this contract on a Rate Only basis, as and when required.

Eskom reserves the right not to appoint any work to a Contractor based on poor performance of the Contractor.

#### The activities include the following:

- Excavations
- Assembly and Erection of structures for MV 3 phase, Phase/Phase and SWER conductor.
- Stringing and removal of light conductor
- Stringing and removal of heavy conductor
- Earthing.(Crowsfoot)
- Mini Substation and RMU Earthing
- Auxiliary structures (Recloser, Voltage Regulators, Trfrs, CT/Vt units).
- Installation and removal of Recloser, Voltage regulators, CT/Vt units
- Installation and removal of Fuse Cut Bases and inserts
- Installation of 3 Phase disconnectors on single pole and H/poles
- Assembly and erection of structures for LV single phase phase/phase, and three phase aerial Bundle Conductor.
- Mini Sub, CT/VT, RMU plinths installation and removal.
- Installation and removal of Junction boxes RMU's LPU metering panels.
- Mv cable trenching and or pipe laying
- Lv cable trenching and or pipe laying
- Repair driveways (asphalt, paving or concrete)
- Cable termination indoor and outdoor.
- Streetlights.
- High mast street lighting
- Install Transformers & Mini-subs.
- Connections to dwellings.-prepaid with passive base and split metering
- Tests for prepaid meter after installation
- MV and LV cable Jointing.
- MV and Lv cable laying
- Mv and Lv cable connection to o/h line
- Bare LV o/h structures and stringing conductors –light and heavy
- Importing of soil
- Pole planting in marshy areas(use of Rocla manhole rings)
- Additives for compaction-lime and or cement-6:1 ratio

- Take delivery and store Eskom free supply materials safely ( Poles,X-Arms)
- Take delivery and safely store Eskom free issue materials (Transformers, Reclosers, VR`s and MV Metering units, control boxes, earthing kits).
- Transport and deliver Eskom free supply materials from Eskom stores to the site Camp and vice versa .
- The installation of split meters, smart meters, smart meter CIU and data concentrators including all interconnecting and external connections and earthing. In cases of smart meter installation, the contractor will be required to attend and complete the required training as stipulated by Eskom with regards to the installation and commissioning of the relevant metering systems prior to being awarded task orders associated with this task. Except for the customer's ready board (20 A customers), compliance certificate will be the customer's responsibility (a maximum of 60 contractors).

### **Special work: Sourced out**

Hole augering for poles and stays normal soil  
Pipe jacking  
Pole stubbing/strutting on rock  
Blasting holes  
MV cable testing

### **1.2 Employer's objectives and purpose of the works**

The Eskom Project Manager will contact the allocated Contractor and issue the Contractor with the design package for the project to be executed. A Project Specific Agreement will be issued as well, which will detail all the project specific requirements for execution of the project for the task order to be issued. The Project Specific Agreement issued will form the basis of the agreement between Eskom and the Contractor for each project to be executed in terms of this contract.

The terms and conditions contained in the Project Specific Agreement will be in accordance with the terms and conditions of this contract but specific to the requirements of the project to be executed.

The allocated Contractor will do a site visit at his own cost (This is not applicable for Type 1 Infills) with the Eskom project representatives and verify the scope of work to be executed contained in the design package, assess the Site conditions, the Project Specific SHEQ requirements and SD&L requirements before the quotation for the works is finalised. The Project Manager will then request a quotation from the Contractor for the execution of the works as verified. The quotation must be submitted to the Project Manager by the Contractor within 7 days. The Project Manager will request the Quantity Surveyor to verify the quotation for correctness and confirm the cost according to the agreed negotiated rates.

Should the quotation require adjustment, the Project Manager will request the allocated Contractor to amend the quotation. Once the quotation has been accepted by Eskom, the Project Manager will issue the allocated Contractor with a Task Order for the project which will contain a Task Order Number and will be attached to the Project Specific Agreement. The Project Specific Agreement will then be signed off by the Project Manager and the Contractor and work may then commence on the project.

No work may commence on a project unless the Task Order has been issued, the Project Specific Agreement has been signed, the Contractor Safety File has been approved by Eskom, the Contractor Appointment 5(1)k and the 37(2) agreement has been signed and Site Access has

been granted to the allocated Contractor. Eskom will not be liable to pay for any work unless a valid Task Order Number has been issued.

The Contractor is to submit the Project Specific Safety File within seven days upon being requested to do so by the Project Manager for approval by Eskom. The Safety File is to conform to all Eskom and OHS requirements. Should there be a need to rectify the safety file an additional opportunity will be granted to conform to the recommendations made by the Eskom SHE representative and must be resubmitted within seven days for approval. Should the Project Specific Safety File fail upon resubmission the works will be allocated to another contractor.

The Contractor will compile a Risk Register as per the terms and conditions of the ECC for discussion at regular Risk Reduction Meetings or as per agreement with the Project Manager. It is expected from the Contractor to do the whole of the work as per timeframe set in the Task Order, Project Specific Agreement, and agreed Program of the Works.

The Contractor will be responsible for the collection and transporting of all necessary material from any and/or all Eskom warehouses and delivery of the material to site as well as return any material to Eskom stores from the site upon instruction from the Project Manager. Payments will be made based on the distance from the site to the relevant Eskom store and back to site.

The Contractor to confirm that material (Not Eskom Free Issue Items) sourced from electrical distributors and a supplier complies with the DTI designation requirements and conforms to Eskom specifications.

**The Following will be required to be submitted at Task Order Allocation Stage:**

Submit Annexure F1-F4 as evidence of compliance with this requirement.

Annexure F1 - SBD 6.2- Declaration Certificate for Local Production and Local Content (only applicable if designated materials are included).

Annexure F2- \_Local content Declaration-Summary Schedule (annex C)

Annexure F3 - Imports Declaration-Supporting schedule to Annex C (annex D)

Annexure F4 - Local Content Declaration-Supporting Schedule to Annex C (annex E)

The DTI has appointed SABS as the official verification agency for local content in terms of designated products.

A contractor that fails to meet the minimum stipulated threshold for local production and content will not be awarded a task order.

Minimum recommended working hours to be observed on site are from 07h30 to 16h00 and these hours constitute normal working hours in terms of this contract.

The contractor is to ensure that all required documentation prescribed by Law is kept on file at the site office. All OHS and Construction Regulation requirements are to be adhered to by the contractor.

The Contractor will also ensure that all plant and equipment dedicated to the project will not be removed from site until there is no use for the intended plant and equipment. No moving of plant and equipment between projects will be allowed as it will have impact on completion of the project and lead to delays in completion.

The Contractor is to ensure that all Site Managers are competent, and trained in the use of the ECC and are fully conversant and familiar with the usage and procedures thereof. Adherence to the terms and conditions of the ECC are essential and a requirement of all Contractor Site Managers dedicated to each project as per the Construction Regulations.

Payment Assessments will only be done for work done to date. No material on site will be paid for. Records of defined costs are to be kept on file on site whereby the *Project Manager* has access to this file at all times.

### Interpretation and terminology




The following abbreviations are used in this Works Information:









<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
AFC	Approved for construction
OBL	Outside battery limits
ERA	Execution Release Approval
COW	Clerk of Works
PM	Programme Manager
PC	Project Co-ordinator
NED	Network Engineering Design
FDP	Final Design Package
PCS	Prepaid Customer Spread Sheet
DDP	Detailed Design Package
DoE	Department of Energy
SMS	Short Message Service
S&I	Standards and Implementations
CPE	Consultant Project Engineer
Dx	Eskom Distribution Division
LPU	Large Power Users
TRFR	Transformer
CT	Current Transformer
VT	Voltage Transformer
RMU	Ring Main Unit
MV	Medium Voltage
LV	Low Voltage
CNC	Customer Network Centre
KZN OU	Kwazulu-Natal Operating Unit
TBA	To be announced
PM	Project Manager
QS	Quantity Surveyor


BBBEE	Broad Based Black Economic Empowerment
PPPFA	Procurement Preferential Policy Framework Act
KZN	Kwa Zulu Natal Operating Unit

**Acceptance of Eskom SHEQ Policies and Procedures**

The attached documents form part of this legal binding contract, the *Contractor* confirms that he has familiarized himself with all the embedded documents from 1 to 25 as indicated

<u>No</u>	<u>UNIQUE IDENTIFIER</u>	<u>REVISION</u>	<u>DOCUMENT TITLE</u>
1	32 - 727	0	SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ) POLICY 32-727
2	32 - 136	0	CONSTRUCTION SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT
3	ESKOM LIFE SAVING RULES	1	ESKOM LIFE SAVING RULES 240-62196227
4	CONSTRUCTION REG 3		NOTIFICATION OF CONSTRUCTION WORK TO DEPARTMENT OF LABOUR
5	CONSTRUCTION REG 4 & 5		APPOINTMENT LETTERS FOR CLIENT REPRESENTATIVE, PRINCIPAL CONTRACTOR & CONTRACTOR
6 & 7	OHS ACT	1	WRITTEN AGREEMENT ON OHS ACT SECTION 37(2) & STANDARD CLAUSE
8 & 9	34 - 1063	0	<p>EXPANDED PUBLIC WORKS REPORT 34-1063.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">               10_34-1063 EPWP Works Instruction.pd         </div> <div style="text-align: center;">               11_EPWP Guidelines Second edition 2005.         </div> </div> <div style="text-align: center; margin-top: 10px;">               Eskom EPWP report template rev 7.xlsx         </div>

10	<a href="#">DST 34-961</a>	0	<p><b>LEGAL APPOINTMENTS AND AUTHORIZATIONS</b></p>  <p>13_Legal Appointments and Au</p>
11	TPC 41-55		<p><b>TRANSPORTING PERSONS ON BACK OF VEHICLES</b></p>  <p>14_Transporting of Passengers on the ba</p>
12	LTIR	MASTER	<p><b>LOST TIME INJURY REPORT</b></p>  <p>LTIR Master.xls</p>
13	Contractor Performance Evaluation	MASTER	 <p>Single Evaluator Template for Contrac</p>
14	Supplier Contract Quality Requirements	MASTER	
15	Hard Hat Specifications OHS 01/12/	MASTER	 <p>OHS 01 12 Hard Hat Specifications.pdf</p>
16	Identifying, Analysing, Documenting and Observing Tasks according to Criticality.	REV 1	 <p>DPC_34-380.pdf</p>
17	Health & Safety Representatives inspection reports and guidelines	REV 1	 <p>DPC_34-228Health_Safety_REp.pdf</p>
18	Work at Heights Procedure	REV 1	 <p>32-418 Work at Height Procedure.pdf</p>

19	SHE Requirements for the Eskom Commercial Process	REV 1	
20	COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020		
21	Vehicle Safety	REV 0	
22	1.32-95 Environmental Occupational Health and Safety Incident Management Procedure	REV 5	
23	Risk Audit System Template	REV 0	 Audit Input Form Contractor RM 29 Sep

**Acknowledgement by Contractor**

I/WE, ..... DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS FROM 1 TO 25 IN SECTION 1.3.2 OF THIS CONTRACT.

I/WE UNDERTAKE TO STUDY AND ABIDE BY THESE REQUIREMENTS AT ALL TIME.

SIGNED AT: ..... ON THE ..... DAY OF .....20.....

**Note:** Please return the above pages with the other tender returnables to the Eskom office that issued this enquiry after complying with the above.

**2 Management and start up.**

**2.1 Management meetings**

Regular meetings of legal and general nature may be convened and chaired by the Project Manager / Project coordinator or representative so delegated by Eskom Holdings SOC. As part of the contractor’s responsibility with an objective of minimising the adverse effect of risks and surprises for both parties, meetings shall be held at reasonable times as defined OHS as follows:

<b>Title and purpose</b>	<b>Approximate time &amp; interval</b>	<b>Location</b>	<b>Attendance by:</b>
Kick off meetings		On site	<i>PM, QS, Site Supervisor, Safety and Environmental Representatives and the Contractor.</i>
Risk Register and compensation events	Weekly	On site	<i>PM, QS, Site Supervisor, Safety and Environmental Representatives and the Contractor.</i>
Overall contract progress and feedback	Weekly	On site	<i>PM, QS, Site Supervisor, Safety and Environmental Representatives and the Contractor</i>
Site meetings	Monthly	On site	<i>PM, QS, Site Supervisor, Safety and Environmental Representatives and the Contractor</i>
Health and safety meetings	Monthly	On site	<i>PM, QS, Site Supervisor, Safety and Environmental Representatives and the Contractor</i>
Community based meeting	Beginning of the project	On site	<i>PM, QS, Site Supervisor, Safety and Environmental Representatives and the Contractor</i>
assessment	Daily before work begins.	Site	<i>Contractor and Site Supervisor.</i>
Risk register and compensation events	As necessary.	Site	<i>PM, Contractor and Site supervisor</i>
Performance appraisal meeting	At project completion	On site and office	<i>PM, QS, Site Supervisor, Safety and Environmental Representatives and the Contractor</i>
Pre- outage meeting	When there are outages	On site	<i>PM, QS, Site Supervisor, Safety and Environmental Representatives and the Contractor</i>
Public safety meeting	Beginning of the project	On site	Project stakeholders

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.

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**

All contractual documents must have relevant contract number and purchase order number of reference The Contractor to ensure that all documentation relating to this contract is filed and kept on site for viewing by the Project Manager at any time. The Contractor must ensure that all documents are also kept in soft copy and backed up on a hard drive which must be handed to the Service Manager at the end of the contract. Files are to be neatly labelled and indexed.

All correspondence shall be dated and sequentially numbered and distributed in accordance with a procedure as agreed and accepted by the Service Manager.

Any required Service will be communicated to the Contractor via a Task Order.

Eskom will periodically request detailed reports from the Contra All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per Eskom Holdings SOC Limited Standards (List). Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC template and urgent contractor meetings can be in the form of sms and as outlined on core clause 13 of the NEC3 ECC.

The use of sms's, emails does not override the use of applicable and relevant NEC3 ECC standard templates, forms and Eskom Holdings SOC Limited procedures.

**Note: It is the contractor responsibility to acquire and familiarise themselves with the NEC3 ECC.**

## **2.3 Health and safety risk management**

### **Health and Safety Risk Management**

The Contractor shall control his activities and processes in accordance with the Occupational Health & Safety Act, No. 85 of 1993 and Eskom's Construction Safety, Health and Environmental Management 32-136 (with the provided SHE Specification), Safety, Health, Environment and Quality Policy, EPC32-727 and SHE Requirements for the Eskom Commercial Process, ST32-726. The *Contractor* shall comply with the health and safety requirements contained in Section 1.3.2 of this Works Information.

The Contractors Project SHEQ File is to be updated on a continuous basis. The Contractor is to ensure that all relevant documentation and authorisations are contained in the file pertaining to the project. Upon completion of the project, the Contractor is to convert all documentation contained in the SHEQ file into electronic format and save it as a PDF File. The file name should contain the name of the Contractor and the project. The file should then be saved onto a disk or removal storage device and handed over to the Project Coordinator or Project Manager upon completion of the project.

The Contractor should adhere to the Life Saving Rules at all times.

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

**The five Eskom Life Saving Rules are as follows:**

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

The Contractor shall comply with the following health and safety requirements to this Works Information.

32-727	1	Eskom SHEQS Policy	Y
32-95	4	Eskom Procedure for the effective management of Safety, Health and Environmental related incidents	Y
240-72597722	1	Eskom Procedure Environmental Impact Assessment For Distribution Activities	Y
32-247	1	Eskom Procedure For Vegetation Clearance And Maintenance Within Overhead Powerline Servitudes And Eskom-Owned Land	Y
EPC 32-245		Eskom's Waste Management Procedure	Y
RAS	Feb. 2014	Eskom Risk Auditing System Checklist for Contractors	Y
Act 108 of 1996		Constitution of the Republic of South Africa	N
Act 107 of 1998		National Environmental Management Act	N
Act 84 Of 1998		National Forest Act	N
Act 73 Of 1989		Environment Conservation Act	N
Act 25 Of 1999		National Heritage Resources Act	N
Act 36 Of 1998		National Water Act	N
Act 59 Of 2008		National Environmental Management: Waste Act	N

**ADDITIONAL LEGISLATION  
ADDITIONAL LEGISLATION**

Conservation of Agricultural Resources Act (Act 43 Of 1983)

Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947)

Game Theft Act (Act 105 Of 1991)

National Veld and Forest Fire Act (Act 101 Of 1998)

National Parks Act (Act 57 Of 1976)

National Roads Act (Act 7 Of 1998)

Advertising on Roads and Ribbon Development Act (Act 21 Of 1940)

National Environmental Management: Protected Areas Act (Act 57 of 2003)

National Environmental Management: Air Quality Act (Act 39 of 2004)

National Environmental Management: Biodiversity Act (Act 10 of 2004)

Occupational Health and Safety Act (Act 85 Of 1993)

Fencing Act (Act 31 Of 1963)

PROVINCIAL ORDINANCES

MUNICIPALITY BYLAWS

## 2.4 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints contained in the FDP and attached in Annexure B to this Works Information and consist of the following documentation to comply with:

- TQTGS011 Rev0 Environmental Legal Compliance for KZN OU Projects with DESD's signed.
- TQTGP056 DESD Process for KZN OU.
- 240-7155318 Distribution generic EMP for operations Maintenance Standard
- DPC\_34-926 doc incorporating Water use issues draft 1 (3) (Repaired) draft 0A

In addition, the *Contractor* is required to ensure that all goods, services or works supplied in terms of this *Works Information* also conform to all applicable environment legislation(s), Safety, Health, Environment and Quality Policy, EPC32-727; SHE Requirements for the Eskom Commercial Process, ST32-726; (and additional requirements). The *Contractor* shall comply with the environmental criteria and constraints stated in Section 1.3.2.

When required, the *Contractor* must ensure that all *Subcontractors'* EMP comply with legal and other requirements and also includes all the environmental risks associated with the scope of work. The *Main (Principal) Contractor* shall define the specific risks applicable to the *Subcontractor's* scope of work or supply of kiosks.

The *Contractor* is to send a flash report for any environmental incidents that have occurred on site as soon as possible or within 24 hours to the *Eskom Environmental Representative* and *Project Manager* clearly stating any impact to the environment.

No environmental records shall be destroyed or discarded by the *Contractor*. Eskom as the *Employer* and the *Contractor* shall agree that the *Contractor* retains certain environmental records. Waste generated during the course of the project must be disposed at a registered site and the *Contractor* shall retain records of disposal.

Deviations from these requirements will be regarded as a non-conformance. Should there be concerns regarding environmental performance and non-conformance to environmental requirements, management engagements and interventions will be introduced to determine a means to addressing the shortfalls. Once these interventions have been explored and exhausted, then the *Eskom Supplier Disciplinary Process* will be followed.

The cost to the Contractor to obtain permits should it become necessary to cut a protected tree, ensure that waste is disposed of on a permitted, legal waste site and all relevant costs payable to dumping site as well as safe storage of all equipment which will be removed and replaced from

site which will be transported upon instruction to the nearest designated disposal site within the KZN Operating Unit

### **Notes and Requirements for Environmental Compliance**

- Contractors must be aware of environmental specifications in contracts and comply with them.
- Contractors building new lines and substations and performing maintenance on existing infrastructure to attend environmental law course.
- Legal contraventions involving contractors to be communicated to all other contractors to avoid recurrence.
- Contractors to follow and comply with EMP's provided.
- Contractors building new assets or maintaining existing assets to always have a copy of the EMP, EA and any other permits (tree, water, heritage) available on site where such documents exist.
- Contractors assisting with self-build projects for third parties to attend the DESD course.
- Contractors assisting with self-build projects for third parties to ensure that the relevant documentation including the DESD is handed over to and approved by the Land Development section. Such contractors take liability for the completion of the DESD.
- All environmental incidents to be brought under the attention of the Eskom Holdings SOC Limited representative within 24 hours.
- Contractors must demand/request a copy of the DESD for their projects); Read and understand the DESD and EMP.
- (K) Ensure all relevant staff are aware of the conditions of the DESD and EMP.
- Review DESD and EMP before tendering.
- Authorisations are only issued for specific projects after submissions of the Basic Assessment

## **2.5 Quality assurance requirements**

Quality Assessment Criteria, Forms A of the QM-58 specification will be selected and completed by Eskom Representative who will identify the applicable *Contractor* quality requirements to be met. Form A of the QM-58 specification shall be signed by the *Contractor* responding to an Eskom Enquiry.

### **2.5.1 Contractor and Subcontractor Quality Management System Requirements**

The *Contractor* and *Subcontractor* shall have formal Quality Management System in place in accordance with the requirements of the QM-58 specification.

Such formal system shall consist of the appropriate documentations such as work procedures, work instructions, method statements, workflow documentation etc. as the case may be. This requirement constitutes the most basic Quality Management System requirements.

Unless specifically excluded in the Quality Assessment Criteria, as per the Level of Quality Requirements (Level 1, 2, 3 or 4). The *Contractor* shall have a fully documented, implemented and maintained Quality Management System that complies with ISO-9001 standard. In the event that the *Contractor* invariably requires the assistance of some *Subcontractor* in order to realise its own supply obligations.

The aforementioned requirement applies equally in all cases where any such *Subcontractor's* scope of responsibility includes the provision of any of the following activities viz. Design &

Development, Manufacturing, Testing, Storage, Delivery, Installation, Commissioning, and Project Management.

Unless specifically excluded in Quality Assessment Criteria, such Quality Management System shall carry valid ISO-9001 certification from an accredited certification body, as indicated in the applicable Eskom invitation (This requirement applies equally to both the *Contractor* and any/all manufacturing third party organizations mentioned above).

Eskom reserves the right to request and perform necessary assessments at *Subcontractor* facilities.

The *Contractor* shall be responsible for defining the specific quality control elements applicable to the respective *Subcontractor's* scope of work/supply and ensure that their *Subcontractor(s)* quality programmes support Eskom requirements.

The *Contractor* shall inform Eskom of any proposed changes to the Quality Management System or staff that will affect the Quality System prior to implementation of these changes.

### **2.5.2 Quality Plan**

The information in this section constitutes the minimum requirements for a Quality Plan:

- All individual products and processes shall have a documented, implemented and maintained Contract Quality Plan and/or Quality Control Plan (Inspection and Test Plan).
- All production and/or service provision shall be carried out in accordance with documented Contract Quality Plan (CQP) and/ or Quality Control Plan (QCP)/ Inspection and Test Plan (ITP).
- The *Contractor* shall plan for the required Quality related activities and interfaces within the *Contractor's* Quality system, in order to demonstrate its ability towards both controlling and meeting specified Eskom requirements.

### **2.5.3 Contract Quality Plan**

*Contractor* shall require *Subcontractors* to submit Contract Quality Plan (CQP) and associated documentation in accordance with requirements of Project Quality Management System processes applicable to *Subcontractor* Scope of Work.

*Contractor* shall, where applicable based on Scope of Work Criticality, ensure Procurement documents clearly and unambiguously require *Subcontractor* submission of a *Subcontractor* CQP for *Contractor* and Eskom review.

*Contractor* and *Subcontractor* CQP shall comply with Eskom "Quality Requirements Specifications" and shall be submitted prior to the initial Scope of Work Kick-off or initial Pre-fabrication meeting and prior to commencement of manufacturing, whichever is earlier.

### **2.5.4 Quality Control Plan**

*Contractor* shall develop and implement processes and procedures which efficiently and effectively monitor, verify and document Quality of Scope of Work deliverables. *Contractor* shall ensure that *Subcontractor* QCP/ITP's are prepared at a level of detail sufficient to address all Quality Control related activities in chronological order, from contract review through materials verification, manufacturing, fabrication, assembly, final testing, documentation, and certification.

Where activities subject to Inspection and Test procedures are to be undertaken by a *Subcontractor*, the QCP/ITP shall make reference to this fact and shall include descriptive details of *Subcontractors* involvement. A separate QCP/ITP shall be required for each *Subcontractor* Scope of Work.

*Contractor* may authorise use of *Subcontractor* QCP/ITP format providing it is in compliance with the above.

*Contractor* shall be ultimately responsible for the development and proper implementation of all Subcontractor QCP/ITPs, including those reviewed or developed by *Subcontractors*.

Eskom reserves the right to select witness and hold points within all developed *Subcontractor* QCP/ITPs for Eskom oversight of selected functions and to perform surveillance or audits of the Work.

*Contractor* shall establish processes and procedures for formal assessment of *Subcontractor* inspection and testing programs. These shall include review of *Subcontractor* inspection reports and other Quality Control documentation. Additional formal assessment of manufacturing, fabrication and assembly facility operations shall be conducted by *Contractor* to ensure continuing suitability, adequacy and effectiveness of the *Subcontractor* inspection and testing programs. Assessment frequency shall be established in consideration of *Subcontractor* Scope of Work, Criticality of Scope of Work deliverables and performance information. Assessment scope and schedule shall be developed in consultation with Eskom.

Mandatory pre-inspection meetings will be convened by Eskom or its Inspection Agency or AIA to be attended by the *Contractor* and *Subcontractors* representatives, including their Quality representatives who will be involved with the Works and records to be kept.

Eskom reserves the right to appoint resident quality inspectors that can be based at the *Contractor* or *Subcontractor's* premises and on site where the work is being performed. The *Contractor* is expected to provide workspace at no cost to Eskom, for the inspector as required.

## 2.6 Programming constraints

A comprehensive and fully detailed programme is to be submitted within the seven (7) days after the introductory meeting and should indicate all milestones and critical dates. This programme must first be approved by the *Project Manager* and must be updated on an as and when required basis by the *Project Manager*.

### The following dates shall be clearly reflected on the programme:

- Starting and completion dates for all activities as well as relevant key dates for hold or witness points. All relevant significant activities shall be shown in order to monitor the progress in the factory/workshop.
- The programme shall also reflect a 2-week period for inspection and correcting of Defects before the completion date.

Updated programmes must be available at all meetings reflecting progress to date and the date when delivery will take place through the use of task orders.

## FORMAT OF THE PROGRAM

- The *Contractor* shall submit his construction program in terms of the conditions of contract.
- The *Contractor* is to submit a revised programme for acceptance at each site meeting.
- This program shall be in the form of an approved Gantt Chart containing the following information:
  - All construction activities, including milestones, initial tasks, critical path, required Outages, and target *Dates*. All potential risk activities should be clearly indicated on the critical path.
  - Every activity on the programme will be clearly linked to labour resources and equipment required to perform the specific activity.
  - Projected weekly progress on *site* for the entire duration of the contract.
  - Completion and hand-over *Dates* for formal inspection by the site supervisor must be indicated.

- A column showing the daily tempo of all the construction activities must be indicated next to the activity on the programme.
- Project expenditure on a monthly basis for the entire duration of the contract.
- The following project phases and activities are minimum requirements for the programme:
- Site Establishment and Material Delivery – Lead times to be specified.
- Preparation work – Work that can be completed without the necessity of power outages
- Outage work – Work that must be completed under outage conditions
- Planned outages to be included in the programme
- *Contractors* float to be included in the programme
- The Contract Program will be on display in the *Contractors Site Offices* and will be updated weekly. In addition to the maintaining of this programme, the *Contractor* will report progress to the *Project Manager* at each site meeting or at request of the *Project Manager*.
- The *Contractor* shall also provide an organisation chart showing the personnel to be employed for the *works*, along with a detailed CV of all key personnel.
- Should any deviations to the program be found the *Contractor* shall submit a revised program to the *Project Manager* within one week of such deviations being brought to the *Contractor's* attention.
- The Outages must be arranged with *Employer* via the Outage arrangement procedures, as a pre-requisite for the acceptance of the programme by the *Project Manager*.
- Acceptance of any program by the *Project Manager* shall have no contractual status other than an indication that the *Project Manager* is satisfied as to the order in which the work is to be carried out, and that the *Contractor* undertakes to perform all work in accordance with the accepted program.
- The *Project Manager* retains the right to alter the accepted program should circumstances on *site* necessitate such a change.

OTHER INFORMATION TO BE SHOWN ON THE PROGRAM.

**THE FOLLOWING STATUTORY NON-WORKING DAYS ARE INCLUDED WITHIN THE CONTRACT PERIOD:**

- All Public Holidays for the duration of the contract.
- The programme must clearly indicate the non-working days for the entire construction period

## **2.7 Contractor's management, supervision and key people**

The *Contractor* is to submit an organogram showing all key people involved in the contract 7 days after contract award. All key personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file. This would be essential if the *Contractor* is a Joint Venture.

The Contractor shall also provide a detailed organisation chart showing the personnel to be employed for the works, along with Training certificates of all key personnel. Contractors to submit proof to Eskom that their Contracts manager or delegated employee representative has NEC ECC training. A full definition of ONE team shall form part of the organisation chart per project and identity number shall form part of this document.

## 2.8 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 Limited**  
**KZN Operating Unit**  
**PO Box 66**  
**New Germany**  
**3610**

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.

<b>Procedures for Invoice Submission and Payment (e. g. Electronic Payment Instructions)</b>
<b>General Information</b>
- No Pro-forma Invoice
- Check Vendor number against the Address and name on Tax invoice
- Insert the Vendor number on Tax invoice (Top right hand corner)
- Bank details must be on the invoice or on a attach sheet, but it does not require a bank stamp just a letter)
- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records
- No fax copies of Tax invoices allowed
No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original “certified copy” (i.e. not a copy of a “certified copy” invoice) from the vendor and check in system if not previously be paid. Put stamp “not previously paid” on invoice and sign.
- Ensure that date received stamp is clear on invoice
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)
The stamp should not be stamped over any written information
- When scanning invoice, check the quality before linking in SAP (inboxes)
<b>With Reference Invoices</b>
- Goods receipt must be done (payment with reference)
- Ensure that the SAP purchase order number is clear and correct on the invoice
- GR number to be written on the Invoices
- If multiple lines on invoice write the line number of the order against the line to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)

**2.9 Insurance provided by the Employer**

Annual Contractors All Risks Insurance Policy ESK2019/20 ACAR

**2.10 Training workshops and technology transfer**

Technological requirements and standards that are applicable at this stage of contract establishment may change and contractors are required to comply with latest standards. In the event that this results in a cost implication, this will be dealt with according to section 6 of the NEC/ECC Contract

The contractor shall execute the works as per the Employer’s Final Design Package (FDP)/ Detailed Design Package (DDP). (PCR to advise)

**3. Engineering and the Contractor’s design**

The contractor shall execute the works as per the Employer’s Final Design Package (FDP)/ Detailed Design Package (DDP). (PCR to advice)

**Employer’s design**

The Employer will supply the Contractor with a final design document compiled by the Project Engineer, detailing the scope of work to be executed on the project as well as Project Drawings.

The Contractor is to comply with the specifications as stated in the table below:

**Specifications**

Title	Date or revision	Tick if publicly available
General Specifications:		
Health and Safety requirements	Latest	
Environmental requirements	Latest	
Site regulations and access control	Latest	
Eskom Distribution Standard Copies available from Eskom Power Delivery Engineering, Simmerpan, Technical Administrator, Telephone 011-871 2214. Important Note: where material options (i.e coastal and inland) are available only the coastal option will be applicable for all such material used in Eskom’s KZN Operating Unit .	Latest	
Engineering Instructions As issued by Eskom’s Power Delivery Engineering-Simmer pan and Standards Implementation KZN OU Department, New Germany. Copies of the relevant Engineering Instructions are available on request.	Latest	

<p>Technical Bulletins As issued by Eskom’s Power Delivery Engineering, Simmer pan and Standards Implementation KZN OU- New Germany Copies of the relevant Bulletins are available on request.</p>	<p>Latest</p>	
<p>As-Built Drawings Specifications for As-Built Drawings Micro station Data Levels Standard Microstation Design File Settings As-Built Drawing</p>	<p>Latest</p>	
<p>Environnemental Management Environnemental Management Programme (EMP) Procedure Environmental Management Policy. Copies of the relevant documents are available on request.</p>	<p>Latest</p>	
<p>Quality Replace with QM-58 Suppliers Contract Quality requirement Specification. Copies of the relevant documents are available on request.</p>	<p>Latest</p>	
<p>Safety Occupational Health and Safety Requirements to be met by Contractors and Subcontractors Employed by Eskom. Co-ordination of Safety on Capital Projects Standard applicable to Contractors working in Close Proximity to Live Apparatus</p>	<p>Latest</p>	<p>Health &amp; Safety Documents</p>
<p>Management of Substance Abuse. Copies of the relevant documents are available on request.</p>	<p>Latest</p>	
<p>Business Conduct Suspending Suppliers from Eskom’s Supplier Lists Eskom Business Conduct Policy and Guidelines Declaration of Conflict of Interest Copies of the abovementioned documents are not attached but are available from Eskom’s Tender Advise Centre on (031) 710 5429</p>	<p>Latest</p>	
<p>Standards Implementation-KZN OU Engineering Instruction : Generic Stubby Line-available on request from Standards Implementation Document Controller on 031-7105143.</p>	<p>Latest</p>	
<p>Authorisation of contractors / Eskom staff</p>	<p>Latest</p>	<p>TDQES001</p>
<p>Standard for a fall arrest system Procedure for using a fall arrest system Specification for a fall arrest system Copies of the relevant documents are available on request.</p>	<p>Latest</p>	
<p>Checklist of Eskom Qualified Suppliers List of Eskom Qualified Suppliers-available on request</p>	<p>Latest</p>	

The Eskom Holdings SOC Limited Website has all Distribution Procedures, Standards and Drawings as listed.

All contractors must make sure that they can access Eskom Web page at any given time to get the latest drawings and specifications before commencement of any task. Web Access applications can be done through the assistance of the Design, Tools and Systems Department @ 011 629 5111.

### **General Specification**

- The latest DDT Eskom Standards, Technical Bulletins and Engineering Instructions are to be used.
- The quality of work is to be audited by the contractor, before being inspected by the Project Manager or his representative.
- The contractor will provide a suitable site store and office as required by Eskom.
- Supply and erection of all MV & associated equipment as per the Schedule of Quantities.
- Supply & install structure labels & danger labels as per the Eskom Standard.
- Supply & install new stay assemblies as per the latest DDT0312 & 0313.
- Supply & install anti-climbing devices as per 05TI-09 and remove existing spikes as per 03-TB08. Where MV & LV Earths are on the same structure install UV protected black PVC pipe - 1.2m on each earth down-wire, cutting the top and bottom of the pipe at 45, split the pipe so as to insert the MV/LV earth and installing clout nails at the bottom and top.
- Supply & insulate jumpers correctly to the latest Eskom T&Q standards. All jumpers to links and transformers to be installed with HDPE, UV Stabilized PVC black pipe. Include crimps.
- Supply & install Road Crossing kits where road crossings exist.
- Ensure that the minimum 400mm required clearance between jumpers and any earthed points are met and is as specified by the relevant Eskom MV standards & OHS Act.
- All insulators must be of 31mm/kV creepage.
- Allow lead time for customer notification by the TSC before the outage, with an outage request form being filled out and an alternate date being set. Ensure sufficient trained teams are present to work under outage conditions with trained and experienced Supervisors.
- "Holes" that are caused as a result of the repositioning of hardware must be plugged & creosoted by the Contractor as per DDT3219. If the pole is deemed to be unsafe the pole must be replaced during the outage or another outage scheduled due to the safety risk of the pole snapping.
- Sag & Tension sheets and attachment of the existing MV Line as per the Eskom & OHS Standards. Dynamometer must be calibrated every 3 months as per the Eskom Standards.
- All crimping must comply with the latest Eskom standard.
- Contractor to ensure that the correct ties are used on lines. (i.e. twin/top etc)
- Jumpers to auxiliary devices must not be greater than 2m due to the risk of clashing conductors.
- Due to the break and build nature of the project and associated the limited time frames, regarding outage duration, an adequately qualified & trained safety officer must be present at all times. Work will be required in close proximity to live conductors and hence the Contractor must ensure full safety compliance at all times.
- The contractor is to ensure minimum requirements regarding registrations Wireman's License, Electricity Contactors Board registration, Operating Regulations for High Voltage, Mersey Training Accreditation, fully qualified and experienced supervisors.
- All materials supplied/offered are to conform to the Eskom Buyers Guide Part 9 and are to be procured from Eskom Qualified Suppliers, and shall be new and of the best quality. Any deviation or variance to this must be approved by the consultant & Eskom S&I Department, after a written request, prior to implementation. Where specific site circumstances require

non-standard material and/or due to shortcomings of the standard package, the designer/contractor shall develop "ad hoc" packages and submit these to Eskom T&Q Department for approval before implementation.

- Excavations: Contractors must make themselves fully aware of the soil conditions during the tender process.
- All old material must be removed, loaded, transported, offloaded and safely & neatly stacked rolled up in cable drums in the Site Camp and then to the Eskom Asset Disposal Officer at New Germany. A Return to Stores form must be signed & forwarded to the Consultant.
- The relevant safety procedures must be followed regarding staff /personal and animals. No metal or foreign objects must be left after completion of the relevant structure. The contractor must not damage the surrounding environment and vegetation. Local farmers and landowners must be consulted before entering private property.
- During the site audit poles were identified that could possibly be rotten or in a bad condition. Such poles must be replaced and the soil compacted, as per the Eskom DDT Standard. All wooden poles, cross-arms, conductor and metal parts must be approached with extreme caution and deemed to be rotten or corroded and thus always suitably supported and analyzed prior to work being conducted on them.
- Phasing is the contractors' responsibility before and after task completion. Reverse phasing and incorrect connection of conductors will be for the Contractors account. Voltages must be verified prior to switch on. Any damage for contractors account.
- Any damage to customer equipment is for the contractors account.
- The Contractor must analyse drawings and recommended alternative solutions prior to the outage or during the tender process, if required. Any anticipated problems must be clearly detailed and priced under "additional items required" in the Bill of Quantities. The alternatives will be checked and if found technically and financially acceptable, approved for construction by the Consultant.
- Payment is only made for installed material and hence adequate Construction program is of vital importance.
- The Contractor must ensure that all persons on site have PPE at all times.
- Any damage to existing services shall be made good by the Contractor at his own expense and to the approval of the Project Manager.
- The supply and installation of 15m of 3/3.35x1100MPa steel wire for a BIL for each pole structure as per Eskom specification, including bonding of existing X-arms. Existing MV structures not to the present BIL standard must be brought up to standard. Refer to DDT0310 – and 03TB034 regarding insulation co-ordination and bonding for wooden poles.
- No mechanical drilling of excavations may be carried out under live MV / LV unless approved in writing by Eskom.

The attached documents form part of this legal binding contract, the Contractor confirms that he has familiarized himself with all the embedded documents from 1 to 12 as indicated.

### **3.1 Equipment required to be included in the works**

Contractor shall propose at the start of the project and Project Manager/ Engineer to approve.

### **3.2 As-built drawings, operating manuals and maintenance schedules**

The *Contractor* completes as-built drawings and as-built schedule of quantities per transformer zone handed over as completed. The *Contractor* submits these as-built drawings and as-built schedule of quantities as part of the hand-over documentation in line with the completion dates indicated on the approved construction programme.

As-built service cable quantities:

The *Contractor* submits as-built service connection cable quantities in cable length (metre) per service connection completed. This information must be indicated on the as-built drawings and must be submitted as part of the as-built documentation as specified in item 15. Should the *contractor* fail to submit the service cable quantities with clear references to the Electrical Address and As-built drawing, an average service cable quantity of 40 m per connection will be accepted as the default length on payment will be certified.

Commissioning tests will include the insulation impedance testing on LV feeders, and voltage level readings for both off load and load conditions per LV feeder terminal.

The works are to be performed under competent supervision as defined by the OHS Act and as required by Eskom in terms of the HV Regulations. All safety related standards and specifications as specified under Annexure A to be strictly adhered to. Where line stringing in parallel to existing live lines take place, working earths are to be applied at all times in accordance with the specifications.

The Works are to be executed in phases in order to achieve the *Sectional Completion* targets.

Conflict between specifications and drawings

Should there be conflict between the specification and drawings, then documentation shall be considered in the order of priority set out below:

- Tender Correspondence/Minutes/Site Instructions
- Approved Sample Line
- Works Information & Final Design Package
- Drawings
- Power Delivery Engineering Standard
- Should the Contractor note any inconsistency between the specification and drawings he shall notify the Project Manager and obtain clarification or instructions prior to collecting and installing materials and plant for the work.

## 4. Procurement

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

All people employed by the *Contractor* to perform supervision of installation and commissioning should have Police Clearance before work can commence. The *Contractor's* employees shall be sober when carrying out their duties and may be subjected to random breathalyser tests

Extended Public Works Programme (EPWP) shall be applicable on all projects. The EPWP report template is included as supporting documentation and forms part of this Contract.

**To be compiled by the Contractor:**

- Base indicators to be collated on all EPWP projects (Table 1)

**Table 1: Base indicators to be collected on all EPWP projects.**

<b>B1 Number</b>	<b>Project level Indicator to be used in monitoring system</b>	<b>Comments</b>
<b>1</b>	Number of people ("Different warm bodies") employed on relevant project	Will be assumed to be equivalent to number of job opportunities created. Will measure the number of people to benefit directly from the EPWP
<b>2</b>	Person-days of employment created	Total number of person days created will be divided by 230 to convert to person years of

		employment created
3	Minimum wage rate	Since local public bodies may set the wage rate as part of the EPWP to wage rate on a particular project will need to be reported
4	Number of training days provided	Since all workers are entitled to training it is important to ensure that actual training is delivered
5	Overall spending on the project	Will give an indication of how much is actually spent on EPWP projects
6	Demographics of workers on EPWP Projects	The percentages of women, youth and disabled to be reported on.

- KPI to be used for the EPWP (Table 2)

**Table 2: KPI's to be used for the EPWP**

KPI	KPI	Method for calculation	Comment
1	Number of Job opportunities created	Assumed to be equal to number of warm bodies employed per project	Will give an indication as to how many unemployed people benefit directly from the EPWP
2	Person years of employment created	Divide the total number of person days of all projects by 230 (Agreed upon number of person days of employment per year)	Indicator that shows the equivalent number of full-time jobs created
3	Number of training days provided	Total sum from all projects	Measure total amount of training provided
4	Overall spending on EPWP projects	Total sum from all projects	Measure total government spending on the EPWP
5	Demographics of workers on EPWP projects	Total sums of the project totals of women, youth and disabled employed	Measures the demographics of the people benefiting from the EPWP
6	Average length of employment created	Divide person years of employment created (KPI 2) by number of job opportunities (KPI 1)	Also allows comparison between sectors and types of projects
6	Total income paid out to previously unemployed workers	Multiply number of person-days (BI 2) by the minimum wage (BI 3)	
7	Average income of EPWP worker	Divide Total income (KPI 6) by Number of job opportunities (KPI 1)	
8	Average duration of training provided	Divide total number of training days (KPI 3) by number of job opportunities (KPI 1)	Provides an indication of the level of skills build in the programme
9	Percentage of spending paid out to EPWP workers	Divide total income paid out (KPI 6) by Overall spending on EPWP (KPI 4)	Measure the labour intensity of the EPWP

**4.1.2 BBBEE and preferencing scheme**

**Special Conditions of Contract (Application of other criteria in terms of Section 2(1)(f) of PPPFA)**

**The objective criteria as follow:**

Transformation of this sector by the appointment of a Black Owned Firm(s) that meet the functionality requirements;  
Development of Black Owned steel fabrication companies;  
Appointment of companies located within the Republic of South Africa.

**NB: The joint Venture may be;**

Black Owned and Black Owned Company;  
Black Owned Company (Majority Shareholder) and Non-Black Owned Company;  
Black Women Owned Company and Black Owned Company, and;  
Black Women Owned (Majority Shareholder) and Non-Black Owned Company.

A 51% or more Black Owned Companies or Joint Venture where the lead company has 51% or more black ownership.

**Procurement Preference Hierarchy**

**Preference for awarding this contract and/or subcontracting is in the following order:**

Companies with more than 51% Black Ownership  
Enterprises Owned by Black People Living with Disability (BPLwD)  
Black Youth Owned Enterprises (BYO)  
Black Women-Owned Enterprises (BWO)  
Black Owned Enterprises (BO)

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

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Supplier Development & Localisation in accordance with the matrix and as provided for in the *Contractor's* SD&L matrix stated below:

**SD&L Targets will be negotiated at task order stage. Skills development matrix**

The *Contractor* shall keep accurate records, that is the implementation schedule of the SD&L targets and provide the *SD&L Advisor/Project Manager* with the implementation schedule on the *Contractor's* actual delivery against the above stated SD&L criteria. The implementation schedule must be submitted every three months.

The *Contractor's* failure to comply with his SD&L obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

The contractor will be expected to comply with other developmental initiatives that may be provided by the SD&L Department during the execution of the contract.

**Expanded Public Work Programme (EPWP)**

- The Contractor must report all local/temporary labourers employed in a project.
- The Contractor MUST submit a report on a monthly basis.
- The Contractor must NOT wait until the end of a project in order to submit reports.
- The contractor must submit the REV 7 report together with the assessment claim for payment.
- The contractor is responsible for assisting ESKOM in reporting all work done.
- Eskom's report feeds back to Parliament and non-reporting of contractors affects this report.
- No payment will be certified without the required report being submitted.

**4.1.4 Lost Time Injury Report (LTIR)**

- The *Contractor* must submit this report monthly with each payment assessment claim.
- No payment will be certified unless this report is submitted .

**4.2 Subcontracting**

**4.2.1 Preferred subcontractors**

The *Contractor* to submit the names of each proposed subcontractor to the *Employer* for acceptance. The *Contractor* does not appoint a subcontractor until the *Employer* has accepted such subcontractor.

Subcontractor	Section of Work to be Subcontracted	Vendor No.(If Applicable)

Sub-Contracting shall be in accordance to the NEC3 Sub-Contracting Contract.

**4.2.2 Subcontract documentation, and assessment of subcontract tenders**

The *Contractor* to indicate the proposed subcontractors together with their BBBEE statuses, and the sources of assets, goods or services when local content and production criteria are applicable. The proposed target will form part of the contractual obligation. The NEC system is compulsory for all subcontract documentation.

**4.2.3 Attendance on subcontractors**

The *Contractor* is responsible for performing on the provided scope of work as if he had not subcontracted. The appointed *Contractor* will also be liable to the *Subcontractors'* employees, as he legally and liable to this contract.

**4.3 Plant and Materials**

**4.3.1 Quality**

The *Contractor* shall control his activities and processes in accordance with Eskom’s Quality Requirements for Procurement of Assets, Goods & Services, QM-58 and ISO-9001.

The following materials will be supplied by Eskom (“Free issue”):

- 1) Transformers (Pole-mounted and Other),
- 2) Poles,
- 3) Meters and Bases,
- 4) Conductors and Cables,
- 5) Airdac.
- 6) Reclosers
- 7) Voltage Regulators
- 8) RMU
- 9) Labels

**Please note the contractor is accountable for all the material for the Project**

#### **4.3.2 Plant & Materials provided “free issue” by the *Employer***

The Dispatch Controller and the Contractor shall sign the Goods Issue Document at collection as a declaration that.

- The quantities are correct as specified on the Good Issue Document
- The quality of material is acceptable.
- Any discrepancies found shall be noted in the remarks column and co-signed by the Despatch.
- Controller and the Contractor

Refer to the following link for Standards:

[http://tescod.eskom.co.za/prt09BG/BUYERS\\_GUIDE\\_3000.htm](http://tescod.eskom.co.za/prt09BG/BUYERS_GUIDE_3000.htm)

[http://tescod.eskom.co.za/prt09BG/BUYERS\\_GUIDE\\_2000.htm](http://tescod.eskom.co.za/prt09BG/BUYERS_GUIDE_2000.htm)

[http://tescod.eskom.co.za/prt09BG/BUYERS\\_GUIDE\\_0000.htm](http://tescod.eskom.co.za/prt09BG/BUYERS_GUIDE_0000.htm)

#### **4.3.3 Contractor’s procurement of Plant and Materials**

All material is to comply with the latest Eskom Power Delivery Engineering-List of Approved products (LAP), and KZN OU approved suppliers / Eastern Cape OU by the Eskom Standards and Implementations Department. All conductors accept ABC and concentric conductor are to carry Eskom Holdings SOC Limited’s identification markings. Approval for any non-standard material items shall be obtained from the Standards Implementation Department KZN OU prior to it being used on the project. Contractor to do acceptance sampling on receipt of material on site in order to inspect the outward condition of the material item and whether it is an Eskom approved product.

In exceptional cases which require materials and/or techniques which are not contemplated in the various Distribution standards shall be approved by the provincial Standards Implementation Department. The written approval shall be submitted together with the tender.

The contractor will be required to arrange a material sample inspection on site according to the requirements supplied by the project Engineer. At this inspection materials will be recorded and approved per item by the Project Engineer and the provincial S&I Department.

The *Employer* requires warranties from the *Contractor* to be in favour of the *Employer* and not just to the *Contractor* during the life of the contract.

#### **Quotations required**

As and when required by the Employer, the contractor may obtain a minimum number of 2 quotations.

#### **Handling Fee**

A handling fee of 10% will be applicable for buyout material.

#### **4.3.4 Spares and consumables.**

All hardware to be supplied by Contractors is to be as per Eskom Standards limited to Eskom’s approval. All hardware and cost thereof shall be within the mandate that has been Eskom approved.

#### 4.4 Tests and inspections before delivery

The contractor is required to confirm, that for contractor supplied material, at the time of purchase, materials comply to Eskom specifications and that the relevant test certification is available for inspection and verification.

The *Contractor* will be required to supply the following:

- Material Inspection & Approval by provincial Standards and Implementations Department.
- Plant Data sheets per Transformer area.
- Transformer Earth Resistance Test.
- Re-closer Earth Resistance Tests.
- Handovers for each transformer installation.
- Meter Movement form per house connection.
- Compaction Test

***The Designer will be required to supply the following:***

- Soil resistivity tests
- Suitably designed earth electrodes

#### 4.5 Marking Plant and Materials outside the Working Areas

Where applicable. Subject to approval of the Clerk of Works.

#### 4.6 Contractor's Equipment (including temporary works).

The *Contractor* is to provide equipment necessary to complete the *Works* safely and by the *completion date*.

Prior Approval of the Project Manager is required.

### 5. CONSTRUCTION

#### 5.1 Temporary works, Site services & construction constraints (Refer to P&G's Guideline)

4.1.1 Employer's Site entry and security control, permits, and Site regulations.

4.1.2 The contractor provides a secure and accessible area for the Site Camp, which includes secure storage facilities and areas, etc. The location of the site camp shall be determined in consultation with the Project Manager, local communities, and the relevant authorities.

On completion of the contract, the contractor removes the site camp and offices, and the area will be left in its original state to the satisfaction of the employer's representative.

#### 5.2 Site Establishment Costs

The *Contractor* shall take note that the total cost involved in establishing site services, facilities, and temporary works shall be incorporated in the Fixed and Time Related Preliminary & General costs part of the Bill of Quantity.

In situations where private roads must be used for construction purposes, the condition of the said roads shall be recorded (e.g. Photographed) prior to the use thereof and be agreed upon by the *Employer*, the *Landowner* and the *Contractor*. The *Contractor*, at all times at his expense, shall maintain all private roads used as access to the site of work by the *Contractor*. Upon completion of the work the road shall be left in at least the condition it was prior to the commencement of the construction activities.

The Contractor should adhere to the Life Saving Rules at all times.

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

### **5.3 Restrictions to access on Site, roads, walkways and barricades**

Where possible, access along the power line must be established by utilizing existing tracks. Access roads shall only be constructed and maintained where necessary at watercourses, steep slopes or where boulders and rocks prohibit vehicular traffic. No access roads shall be constructed in and/or outside the power line servitude without the written instructions from the *Project Manager*

### **5.4 People restrictions on Site; hours of work, conduct and records**

Restrictions and hours of work may apply on some Sites. It is very important that the Contractor keeps records of his people on Site, including those of his Subcontractors which the Project Manager or Supervisor have access to at any time. These records may be needed when assessing compensation events

### **5.5 Health and safety facilities on Site**

The *Contractor* shall at all times adhere to the **Health & Safety General Specification** attached in the Annexure of the contract document.

Daily safety tailgate talks shall be held to discuss the safety aspects and risks involved in the day's work to ensure safe operation throughout the contract period. A health & safety risk analysis must be completed per outage area scope of work.

The *Contractor* shall **not work on any "live" structure, whether it is MV or LV** without authorisation.

Machinery that can encroach on the safe working clearances with regard to live lines, are not to be operated within nine metres of live reticulation lines, without the direct supervision of a qualified supervisor under the *Employer* 's HV Regulations and the OHS Act.

### **Precautions against Damage**

The contractor shall take precautions for the protection of life and property on, or about, or in connection with the contract. The contractor shall be held liable for any damage arising from negligence on the part of himself and his employees. The contractor will ensure that excavations are done carefully as no plans of existing services are normally available of the rural areas. The damages occurring during any required excavations will be for the contractor's risk and must therefore be repaired by the contractor.

Protection of the environment should at all times be adhered to.

### **Customer & Client liaison**

The contractor will ensure that all required outages be communicated to the *Project Manager* and that the necessary outage requests are tabled for approval at the Monthly Outage meetings of the applicable area.

### **5.6 Environmental controls, fauna & flora, dealing with objects of historical interest**

The Contractor shall at all times adhere to the Environmental Management Programme (EMP) and all referenced documents referred to in Section 2.4.

No fences, gates or locks may be damaged to obtain access onto a line route. Arrangements must be made in advance to obtain permission for access.

Use of private roads must be arranged in advance. Any damage to private roads must be repaired at the contractor's expense and to the satisfaction of the landowner.

No fires may be lit on private property. If fires are lit on Eskom's property or in the construction camp, provision must be made that no accidental fires are started. No firewood may be collected in the veld.

No trees may be cut or removed without prior permission from the landowner. Permits shall be obtained for protected trees (protected trees shall be dealt with in special conditions)

### **5.7 Title to materials from demolition and excavation**

The *Contractor* has no such title.

### **5.8 Cooperating with and obtaining acceptance of Others**

The *Contractor* is responsible to ensure that the landowners and/or local authority have been informed before any work is carried out on site.

### **5.9 Publicity and progress photographs**

Photographs can be captured to provide evidence with supporting documentation where applicable. These photographs shall have date and time stamps to be eligible for use.

### **5.10 Contractor's Equipment**

The Contractor is to provide equipment and machinery necessary to complete the Works safely and by the completion date. An equipment and Machinery asset register is to be kept on site.

### **5.11 Equipment provided by the Employer**

Not Applicable.

### **5.12 Site services and facilities**

Not Applicable.

### **5.13 Facilities provided by the Contractor.**

The Contractor shall provide on Site a minimum of one well illuminated, insulated and ventilated site office for utilisation by the Employer / Project Manager or their representatives. This site office shall have as a minimum the following:

- Suitable water supply and sanitary facilities (chemical toilet).
- Telecommunication facilities (downloading of electronic communications and printing of it) e.g.: Fax, Telephone/Cell phone facilities.
- Access to Eskom website to download latest information.
- 1 x Table, 6 x chairs and drawing/filing cabinet.
- Site diary
- The *Contractor* provides an area for the construction offices, stores, yards, etc. to the approval of the Employer's Agent In addition, the *Contractor* shall make available a desk to be used by Employer's Agent / Employer's Representative.

- The Contractor erects a 1,8m fence around his construction site and fits a lockable gate
- The Contractor provides a construction supply at their site camp and anywhere else as may be required
- The Contractor provides the necessary connecting cables and distribution board(s) from the electricity supply source to the points of demand. The Contractor provides all the necessary connection to the electricity supply and maintains and secures all cable, etc.
- The Contractor is to provide all necessary water and sewage connections.
- The Contractor provides facilities and resources for first aid, firefighting and emergency repair services in accordance with the Occupational Health and Safety Act and the local authority regulations and requirements.

#### **514 Existing premises, inspection of adjoining properties and checking work of Others**

To be negotiated and agreed with the approval of the community liaison officer where applicable.

#### **515 Survey control and setting out of the works**

The contractor is not responsible for the survey of MV and LV line. The contractor will receive an as-pegged drawing from the approved Final Design Package (FDP).

#### **Excavations and associated water control**

Refer to the Detailed Project Specifications in the approved Detailed Design Package/Final Design Package document. No excavations should be left open or unattended. . If the Contractor encounters any rock during excavation, he/she must inform the Clerk of Works first to come and verify before he/she can use a mechanical boring device, drilling or blasting and requires the approval of associated costs from the Quantity Surveyor.

#### **5.16 Underground services, other existing services, cable and pipe trenches and covers**

The *Contractor* shall be held liable for any damages caused during construction to existing services such as, underground water pipes, electrical cables, telecommunication cables, overhead lines, storm water pipes and existing roads.

It is the responsibility of the *Contractor* to contact the landowner and/or local authority to determine the position of such services to prevent any damages.

**5.17 Control of noise, dust, water and waste** The *Contractor* shall be held liable for any damages caused during construction to existing services such as, underground water pipes, electrical cables, telecommunication cables, overhead lines, storm water pipes and existing roads.

It is the responsibility of the *Contractor* to contact the landowner and/or local authority to determine the position of such services to prevent any damages.

#### **5.18 Control of noise, dust, water and waste**

The Contractor shall within reason try and keep noise levels, dust and wastage to a minimum.

#### **5.19 Sequences of construction or installation**

As per the approved construction programme and in conjunction with the Quality Control Plan

#### **5.20 Giving notice of work to be covered up**

The Project Manager/Clerk of Works shall always be notified.

**5.21 Hook ups to existing works**

As per approved FDP. All safety requirements shall be observed.

**4.2 Completion, testing, commissioning and correction of Defects**

**4.2.1 Work to be done by the Completion Date**

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case, before the dates stated. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and others from doing their work.

	Item of work	To be completed by
	As built drawings of	Within        days after Completion
	Performance testing of the <i>works</i> in use as specified in paragraph        of this Works Information.	See performance testing requirements.

The whole of the *Works* as described by the *Works Information* of this contract and in the Final Design package shall be completed on or before the *Completion Date*. Completion includes the completion and submission of hand-over documentation, as-built drawings, and completed defect lists. The *Contractor* pays delay damages for late completion in terms of the *Conditions of Contract*. Should the Contractor receive 3 non-conformances, preventative actions and corrective actions, Eskom reserves the right to terminate the Task order/Purchase order.

**Outages & Commissioning.**

The contractor will prepare the scope of works required for the planned outage at each stage before the outage date. On the day of the outage, the required scope of work at this point is to be completed, checked and handed over to the TSC with the required handover documentation.

**5.22 Use of the works before Completion has been certified.**

Should the client require use of the works before final completion a Sectional completion Certificate shall be issued to the contractor.

**5.23 Materials facilities and samples for tests and inspections**

A (handling fee) direct fee equal to **5%** of the material cost paid, can be claimed by the contractor.

**5.24 Commissioning**

Construction Plan to be done per Transformer zone. In the case of MV and LV line construction milestones per kilometre of line built.

**5.25 Start-up procedures required to put the works into operation.**

Where applicable, arrangements shall be made with the relevant departments within Eskom.

**5.26 Take over procedures.**

Take-over is after or at the same time as Completion. The *Contractor* is to arrange an inspection before completion of the installation to inspect and identify any outstanding or any defects. The *Project Manager* may require the *Contractor* to provide assistance, on an as and when required basis.

### **5.27 Access given by the *Employer* for correction of Defects**

The *Project Manager* arranges access for the *Contractor* to use a part of the *works* which has been taken over if needed to correct any Defects. After the *works* have been put into operation, the *Employer* may require the *Contractor* to undertake certain procedures before such access can be granted. The *Contractor* will be responsible for ensuring that the area to be worked in is barricaded before correcting any defects.

### **5.28 Performance tests after Completion**

The *Contractor* will perform all tests required to bring the asset to service.

### **5.29 Training and technology transfer**

The Contractor may be required to provide training of Eskom employees, such arrangement will be made where applicable.

### **5.30 Operational maintenance after Completion**

The *Employer* may require the *Contractor* before the *defects date* to perform certain duties after Completion and take over which relate to maintenance of the *works*.

### **Accessibility to Eskom Technology Standards**

The contractor is to confirm that accessibility to Eskom Technical Standards Website is secured prior to commencement of the project. The accessibility to the website may be acquired by contacting the following persons.

1. Brenda Morrison

Assistant Officer  
Tel: 011 629 5266  
Fax: 086 662 6387  
Brenda.morrison@eskom.co.za

2. Kevin Layley

Document Controller  
Technology  
Power Delivery Engineering  
Design Base Operating Unit Support  
Tel +27 11 800 6181  
E-mail Kevin.Layley@eskom.co.za

### **5.31 Plant and Materials standards and workmanship**

Negotiated per project award.

### **5.32 Investigation, survey and Site clearance**

The contractor is not responsible for the survey of MV and LV line. The contractor will receive an as-pegged drawing from the Consultant Project Engineer (CPE).

The Contractor is to ensure that structures are uncluttered and that working clearances are maintained with regard to the amount of equipment installed and shall ensure that provision is made for safe and easy operational practice. This is especially pertinent to strain poles, switching points and transformer structures. Equipment must not be positioned on angle or strained structures. In addition, there shall be no three-phase tees, or equipment placed on vertical structures. Medium Voltage routes are to be as straight and simple as possible. Correct sag and tension techniques are to be used as per DDT Standards and specifications.

The *Contractor* shall be held liable for any damages caused during construction to existing services such as, underground water pipes, electrical cables, telecommunication cables, overhead lines, storm water pipes and existing roads.

It is the responsibility of the *Contractor* to contact the landowner and/or local authority to determine the position of such services to prevent any damages

### **5.33 Building works**

All contractors must make sure that they can access Eskom Web page at any given time to get the latest drawings and specifications before commencement of any task. Web Access applications can be done through the assistance of the Design, Tools and Systems Department @ 011 629 5111

#### **(a) Particular specifications provided by the *Employer***

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

#### **(b) List of standardised specifications applicable to the works:**

All construction works and installations to be as per relevant and appropriate Eskom Standards, Specifications, assembly drawings, local Engineering instructions and manufacturer's installation instructions.

#### **(c) Variations to the standardised specifications.**

### **5.34 Civil engineering and structural works**

As per DDT Structures, Standards and Drawings.

### **5.35 Electrical & mechanical engineering works**

As per DDT Structures, Standards and Drawings.

The Eskom Distribution Website has all Distribution Procedures, Standards and Drawings as listed. All contractors must make sure that they can access Eskom Web page at any given time to get the latest drawings and specifications before commencement of any task. Web Access applications can be done through the assistance of the Design, Tools and Systems Department @ 011 629 5111.

#### **Particular specifications provided by the *Employer***

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

(b) List of standardised specifications applicable to the works

All construction works and installations to be as per relevant and appropriate Eskom Standards, Specifications, assembly drawings, local Engineering instructions and manufacturer's installation instructions.

(c) Variations to the standardised specifications.

### **5.36 Process control and IT works**

Specify IT information e.g.: Construction Plan MS Project/as per detail design package.

List of drawings

**6 Drawings issued by the Employer**

This is the list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title

**C3.2 CONTRACTOR'S WORKS INFORMATION**

This section of the Works Information will always be contract specific depending on the nature of the works.  
 It is most likely to be required for design and construct contracts where the tendering contractor will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the Employer prior to award of contract now become obligations of the Contractor per core clause 20.1.

Typical sub headings could be

- a) Contractor's design
- b) Plant and Materials specifications and schedules
- c) Other

This section could also be compiled as a separate file.

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## PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4	This cover page Site Information	1
	Total number of pages	

## **PART 4: SITE INFORMATION**

Core clause 11.2(16) states

“Site Information is information which describes the Site and its surroundings and is in the documents which the Contract Data states it is in.” In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

### **General description**

All relevant descriptions will be specified in the Project Specific Agreement for any project executed in terms of this contract.

### **Existing buildings, structures, and plant & machinery on the Site**

All relevant information will be specified in the Project Specific Agreement for any project executed in terms of this contract.

### **Subsoil information**

All relevant information will be specified in the Project Specific Agreement for any project executed in terms of this contract.

### **Hidden services**

All relevant information will be specified in the Project Specific Agreement for any project executed in terms of this contract.

### **Other reports and publicly available information**

All relevant information will be specified in the Project Specific Agreement for any project executed in terms of this contract.