



NEC3 Engineering & Construction Contract

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

and [Insert at award stage]
(Reg No. _____)

for **Switch gear room roof rubberizing at Hendrina
Power Station**

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CONTRACT No. [Insert at award stage]

Part C1: Agreements & Contract Data

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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:

Switchgear room roof rubberizing at Hendrina Power Station

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
Option E or F	The first forecast of the total Defined Cost plus the Fee 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 ¹	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)

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

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy signed between them of this document, including the Schedule of Deviations (if any).

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

Signature(s) _____
Name(s) _____
Capacity _____

for the Employer
(Insert name and address of organisation) _____
Name & signature of _____ Date _____
witness _____

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

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

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

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

_____ (Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*.

Clause	Statement	Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option dispute resolution Option and secondary Options	A: Priced contract with activity schedule W1: Dispute resolution procedure X1: Price adjustment for inflation X2 Changes in the law X7: Delay damages X16: Retention X18: Limitation of liability Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name): Address	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 Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Project Manager</i> is: (Name) Address Tel e-mail	
10.1	The <i>Supervisor</i> is: (Name) Address Tel No. e-mail	Hendrina Power Station
11.2(13)	The <i>works</i> are	Switchgear room roof rubberizing

11.2(14)	The following matters will be included in the Risk Register	Access to the plant								
11.2(15)	The <i>boundaries of the site</i> are	Unit 2,6,7,10, North & South sub stations.								
11.2(16)	The Site Information is in	Part 4: Site Information								
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.								
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa								
13.1	The <i>language of this contract</i> is	English								
13.3	The <i>period for reply</i> is	3 working days								
2	The Contractor's main responsibilities	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.								
3	Time									
11.2(3)	The <i>completion date</i> for the whole of the works is	31 December 2024								
30.1	The <i>access dates</i> are:	<table border="1"> <thead> <tr> <th>Part of the Site</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1 Units</td> <td>6 May 2024</td> </tr> <tr> <td>2 North Substation</td> <td>02 June 2024</td> </tr> <tr> <td>3 South Substation</td> <td>03 July 2024</td> </tr> </tbody> </table>	Part of the Site	Date	1 Units	6 May 2024	2 North Substation	02 June 2024	3 South Substation	03 July 2024
Part of the Site	Date									
1 Units	6 May 2024									
2 North Substation	02 June 2024									
3 South Substation	03 July 2024									
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	one week of the Contract Date.								
31.2	The <i>starting date</i> is	6 May 2024								
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	one week.								
35.1	The <i>Employer</i> is not willing to take over the works before the Completion Date.									
4	Testing and Defects									
42.2	The <i>defects date</i> is	52 weeks after completion.								
43.2	The <i>defect correction period</i> is	3 days after notification.								
5	Payment									
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month and based on the completed activities as per NEC Option A guidelines.								
50.6	The retention is	10% of each section								
51.1	The <i>currency of this contract</i> is the	South African Rand.								
9	Termination	May be implemented if parties deviates from contract terms as agreed on this contract.								
10	Data for main Option clause									

A	Priced contract with activity schedule	Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.
11 Data for Option W1		
W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration.
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12 Data for secondary Option clauses		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R10 000 per day up to a limit of 10% of contract value
X16	Retention (not used with Option F)	
	The <i>retention percentage</i> is	10% of contract value
X18 Limitation of liability		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or	the amount of the deductibles relevant to the event

X18.3	<p>damage to the <i>Employer's</i> property is limited to:</p> <p>The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to</p>	<p>The greater of</p> <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • 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 the applicable deductible as at contract date.
X18.4	<p>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>	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	<p>The <i>end of liability date</i> is</p>	<p>(i) [•] years after the <i>defects date</i> for latent Defects and</p> <p>(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.</p> <p>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.</p>
Z	<p>The <i>Additional conditions of contract</i> are</p>	<p>Z1 to Z15 always apply.</p>
Z1	<p>Cession delegation and assignment</p>	

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Project Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not,

or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
- undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Employer’s limitation of liability

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

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

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 Subcontractor or the Subcontractor’s employees,

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

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

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation

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

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z12.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

C1.2 Contract Data

Part two - Data provided by the *Contractor*.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	

11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT

PART 2: PRICING DATA

ECC3 Option A

Document reference	Title Switchgear room roof rubberizing	No of pages
C2.1	Pricing assumptions: Option A	4

C2.1 Pricing assumptions: Option A

Item no.	Description	Unit	Quantity	Rate	Price
Item no.	Description	Unit	Quantity		
1	Site establishment	Sum	1		
Unit 2					
2	Remove dust and mud on the roof for waterproofing preparation	m2	172		
3	Dismantle obstacles (platforms, handrails, and cable racks)	Sum	1		
4	Clean and seal the identified cracks	Sum	1		
5	Screed on slab for roof falls	m2	172		
6	Prime surface with deep penetrating primer water based	m2	172		
7	Apply a component, water-based hybrid polyurethane specially developed to produce a thick, seamless, fully adhered, durable, elastic waterproof coating	m2	172		
8	Reassemble obstacles (platform, handrails, and cable rack)	Sum	1		
Unit 6					
9	Remove dust and mud on the roof for waterproofing preparation	m2	263		
10	Dismantle obstacles (platforms, handrails, and cable racks)	Sum	1		
11	Clean and seal the identified cracks	Sum	1		
12	Screed on slab for roof falls	m2	263		
13	Prime surface with deep penetrating primer water based	m ²	263		
14	Apply a component, water-based hybrid polyurethane specially developed to produce a thick, seamless, fully adhered, durable, elastic waterproof coating	m ²	263		
15	Reassemble obstacles (platform, handrails, and cable rack)	Sum	1		
Unit 7					
16	Remove dust and mud on the roof for waterproofing preparation	m ²	168		
17	Dismantle obstacles (platforms, handrails, and cable racks)	Sum	1		
18	Clean and seal the identified cracks	Sum	1		
19	Screed on slab for roof falls	m ²	168		

20	Prime surface with deep penetrating primer water based	m ²	168		
21	Apply a component, water-based hybrid polyurethane specially developed to produce a thick, seamless, fully adhered, durable, elastic waterproof coating	m ²	168		
22	Reassemble obstacles (platform, handrails, and cable rack)	Sum	1		
Unit 10					
23	Remove dust and mud on the roof for waterproofing preparation	m ²	184		
24	Dismantle obstacles (platforms, handrails, and cable racks)	Sum	1		
25	Clean and seal the identified cracks	m ²	184		
26	Screed on slab for roof falls	m ²	184		
27	Prime surface with deep penetrating primer water based	m ²	184		
28	Apply a component, water-based hybrid polyurethane specially developed to produce a thick, seamless, fully adhered, durable, elastic waterproof coating	m ²	184		
29	Reassemble obstacles (platform, handrails, and cable rack)	Sum	1		
North Sub-station					
30	Remove dust and mud on the roof for waterproofing preparation	m ²	320		
31	Dismantle obstacles (platforms, handrails, and cable racks)	Sum	1		
32	Clean and seal the identified cracks	Sum	1		
33	Screed on slab for roof falls	m ²	320		
34	Prime surface with deep penetrating primer water based	m ²	320		
35	Apply a component, water-based hybrid polyurethane specially developed to produce a thick, seamless, fully adhered, durable, elastic waterproof coating	m ²	320		
36	Reassemble obstacles (platform, handrails, and cable rack)	Sum	1		
South Sub-station					
37	Remove dust and mud on the roof for waterproofing preparation	m ²	240		
38	Dismantle obstacles (platforms, handrails, and cable racks)	Sum	1		
39	Clean and seal the identified cracks	Sum	1		

40	Screed on slab for roof falls	m ²	240		
41	Prime surface with deep penetrating primer water based	m ²	240		
42	Apply a component, water-based hybrid polyurethane specially developed to produce a thick, seamless, fully adhered, durable, elastic waterproof coating	m ²	240		
43	Reassemble obstacles (platform, handrails, and cable rack)	Sum	1		
44	Site De-establishment	Sum	1	44	
The total of the Prices (excluding VAT):					

PART 3: SCOPE OF WORK

Document reference	Title Switchgear room roof rubberizing	No of pages
	This cover page	1
C3.1	<i>Employer's Works Information</i>	10
	Total number of pages	12

C3.1: EMPLOYER’S WORKS INFORMATION

1 Description of the works

1.1 Executive overview

Hendrina Power Station started operating in the early 1970’s as one of coal fired power stations in South Africa, Mpumalanga Province. Its original design was to run with 10 units but due to the age of the station, it was decided that 4 units be kept on coal reserve and 6 units be on operation. Each unit has switchgear room from unit 1 to 10. The switchgear rooms have been observed to have roof leaks which put switchgear in danger of damage. The roofs are constructed in concrete on a zero-slope level.

This document will detail the scope to rubberize the roof to prevent water from seeping through the concrete roof.

The high-level scope of work for this contract includes the following activities:

Switchgear rooms roof rubberizing

Site establishment

Remove dust and mud on the roof for waterproofing preparation

Dismantle obstacles (platforms, handrails, and cable racks)

Clean and seal the identified cracks

Screed on slab for roof falls

Prime surface with deep penetrating primer water based

Apply a component, water-based hybrid polyurethane specially developed to produce a thick, seamless, fully adhered, durable, elastic waterproof coating

Reassemble obstacles (platform, handrails, and cable rack)

Site De-establishment

Item no.	Description	Unit	Quantity
1	Site establishment	Sum	1
Unit 2			
2	Remove dust and mud on the roof for waterproofing preparation	m ²	172
3	Dismantle obstacles (platforms, handrails, and cable racks)	Sum	1
4	Clean and seal the identified cracks	Sum	1
5	Screed on slab for roof falls	m ²	172
6	Prime surface with deep penetrating primer water based	m ²	172
7	Apply a component, water-based hybrid polyurethane specially developed to produce a thick, seamless, fully adhered, durable, elastic waterproof coating	m ²	172
8	Reassemble obstacles (platform, handrails, and cable rack)	Sum	1
Unit 6			
9	Remove dust and mud on the roof for waterproofing preparation	m ²	263
10	Dismantle obstacles (platforms, handrails, and cable racks)	Sum	1
11	Clean and seal the identified cracks	Sum	1
12	Screed on slab for roof falls	m ²	263
13	Prime surface with deep penetrating primer water based	m ²	263
14	Apply a component, water-based hybrid polyurethane specially developed to produce a thick, seamless, fully adhered, durable, elastic waterproof coating	m ²	263
15	Reassemble obstacles (platform, handrails, and cable rack)	Sum	1
Unit 7			

16	Remove dust and mud on the roof for waterproofing preparation	m ²	168
17	Dismantle obstacles (platforms, handrails, and cable racks)	Sum	1
18	Clean and seal the identified cracks	Sum	1
19	Screed on slab for roof falls	m ²	168
20	Prime surface with deep penetrating primer water based	m ²	168
21	Apply a component, water-based hybrid polyurethane specially developed to produce a thick, seamless, fully adhered, durable, elastic waterproof coating	m ²	168
22	Reassemble obstacles (platform, handrails, and cable rack)	Sum	1
Unit 10			
23	Remove dust and mud on the roof for waterproofing preparation	m ²	184
24	Dismantle obstacles (platforms, handrails, and cable racks)	Sum	1
25	Clean and seal the identified cracks	m ²	184
26	Screed on slab for roof falls	m ²	184
27	Prime surface with deep penetrating primer water based	m ²	184
28	Apply a component, water-based hybrid polyurethane specially developed to produce a thick, seamless, fully adhered, durable, elastic waterproof coating	m ²	184
29	Reassemble obstacles (platform, handrails, and cable rack)	Sum	1
North Sub-station			
30	Remove dust and mud on the roof for waterproofing preparation	m ²	320
31	Dismantle obstacles (platforms, handrails, and cable racks)	Sum	1
32	Clean and seal the identified cracks	Sum	1
33	Screed on slab for roof falls	m ²	320
34	Prime surface with deep penetrating primer water based	m ²	320
35	Apply a component, water-based hybrid polyurethane specially developed to produce a thick, seamless, fully adhered, durable, elastic waterproof coating	m ²	320
36	Reassemble obstacles (platform, handrails, and cable rack)	Sum	1
South Sub-station			
37	Remove dust and mud on the roof for waterproofing preparation	m ²	240
38	Dismantle obstacles (platforms, handrails, and cable racks)	Sum	1
39	Clean and seal the identified cracks	Sum	1
40	Screed on slab for roof falls	m ²	240
41	Prime surface with deep penetrating primer water based	m ²	240
42	Apply a component, water-based hybrid polyurethane specially developed to produce a thick, seamless, fully adhered, durable, elastic waterproof coating	m ²	240
43	Reassemble obstacles (platform, handrails, and cable rack)	Sum	1
44 Site De-establishment			
		Sum	1

1.2 Employer's objectives and purpose of the works

Switchgear rooms in the plant are concrete roofed and the slope is zero since it is located inside the boiler house. The concrete roof was not designed to drain any possible leak dropping onto it. When water has leaked onto the roof, it seeps through the concrete slab and damages switchgears. The project is intended to protect the switchgear rooms concrete roof from deterioration due to water leaks from the boiler water services pipes. It is also aiming to draining water that might dam up on top of the roof.

1.3 Interpretation and terminology

The following abbreviations are used in this *Works* Information:

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
EMD	Electrical Maintenance Department
MMD	Mechanical Maintenance Department
OBL	Outside battery limits

2 Management and start up.

2.1 Management meetings

After contract award, *Project Manager* schedules a kick-off meeting to discuss the execution requirements.

Kick-off meeting specifies how the *Contractor* will meet the project objectives and confirm *Contractor* understands the required works, and programme to execute the scope of work.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback (Risk requirement)	Every second week on a day and time agreed upon by Parties. This is subject to change depending on the requirement As and when required	To be confirmed by the <i>Project Manager</i>	<i>Contractor/s, Supervisor, Project Manager, System Engineer, and Others</i>
Early Warning (reduction) meeting		To be confirmed by the <i>Project Manager</i>	<i>Contractor/s, Supervisor, Project Manager, System Engineer, and Others</i>
Kick-off meeting	Third working day after official contract is placed.	To be confirmed by the <i>Project Manager</i>	<i>Contractor/s, Supervisor, Project Manager, System Engineer, and Others</i>
Interfacing meetings	As and when required	To be confirmed by the <i>Project Manager</i>	<i>Contractor/s, Supervisor, Project Manager, System Engineer, and Others</i>
Risk register and compensation events	As and when required	To be confirmed by the <i>Project Manager</i>	<i>Contractor/s, Supervisor, Project Manager, System Engineer, and Others</i>
Toolbox sessions SHEQ	Every-day before commencing with work Monthly	Site	<i>Contractor/s</i>
Executive Meeting		Site	<i>Site Manager, SHE Representative</i>

2.2 Documentation control

At the site (Kick-off) meeting to be held, documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc.

All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself.

The routing of all written communication will be between the *Project Manager* and the *Contractor* only, any other agreements between the *Contractor* and any other person representing the *Employer* which has not been routed via the *Project Manager* will be null and void.

Any instruction written or verbal resulting in any changes to the duration, quality, and cost of the project may only be received from the *Project Manager*.

2.3 Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *Works* and the *Working Areas* for this contract. The text below provides for these being attached as an Annexure to this *Works* Information. PLEASE ALSO READ CORE CLAUSE 27.4 TOGETHER WITH Z7 IN THE ADDITIONAL CONDITIONS OF CONTRACT TO MAKE SURE THAT WHATEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The Divisional/Regional Safety Risk Manager or his representative having jurisdiction over the *Works* must provide the relevant safety, health and environmental (SHE) criteria for incorporation into this *Works* Information. The SHE specification / scope must be signed off by the Divisional/Regional Safety Risk Manager or his representative confirming that the applicable safety criteria have been considered.

The Commodity Manager / Buyer must refer the tender to the Divisional/Regional Safety Risk Manager or his representative to evaluate against enquiry-specific safety criteria.

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

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *Works* and the *Working Areas* for this contract.

The *Contractor* ensures that all his personnel attend a Health and Safety Induction Course presented by Education and Training Department (ETD), Monday to Friday – 09:00 to 10:00, free of charge prior to commencement of any works. This is a one (1) hour course and is valid for the duration of one (1) year at Hendrina Power Station.

The *Contractor* *Works* strictly to regularly updated risk assessment.

The *Contractor* ensures supervised and authorised entry into the plant.

The *Contractor* barricades the entire perimeter of the site.

The *Contractor* ensures at all times compliance with the safety regulations imposed by any act of parliament, or any regulation or by law of any statutory authority.

2.4 Environmental constraints and management

The *Contractor* takes note of the road conditions during this period.

Rubble generated during the activities should be discarded in bins to be provided by the *Contractor*.

The *Contractor* ensures that all equipment used on site conform to all applicable environmental legislation.

The *Contractor* adheres to the Hendrina Power Station Environmental Management System that must meet the requirements for the Code of Practice for Environmental Management System (EMS), ISO 14001: 2015

The EMS requirements are detailed in the latest revision of the following documents, which are available from the *Employers Representative*, and include:

- The Hendrina Power Station (HSPPPIN005)
- The identity & Update Environmental Aspect Procedure (HSPPIN 024)
- The Objectives & Targets Procedure (HSPPIN 026)
- The Environmental Emergency Preparedness Procedure (HSPPIN 032)
- The training, awareness & competence procedure (HSPPIN029)
- The Prevention and Cleaning of Oil Spills procedure (HSPPON 003)
- The Waste Management Procedure (HSPPIN 003)
- The Roles and Responsibilities procedure (HSPPIN028)
- The EMS Non-Conformance, Corrective and Preventative Action (HSPPIN 034)
- Compliance to all relevant environmental management legislations, as detailed in the latest version of the Hendrina Power Station Legal Register available from the *Employers representative*.
- All operational procedures that include environmental requirements, relevant to the *Works Information* or the Scope of this contract.

If there is uncertainty around the any environmental issues, the Environmental Department at Hendrina Power Station may be contacted on 013 296 3011 or 013 296 3910 or 013 296 3013.

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

2.5 Quality assurance requirements

The *Contractor* ensures that the *Work* done is accordance to SANS 10120 and National Building Regulations 10400 specifications. The *Contractor* is to develop the quality inspection plan (QIP) and the method statement. The *Contractor* is to ensure that his QIP is in line with the Employer's requirements. QM 58

High quality is assured by conforming to the following:

Construction and installation conform to the Scope of Work and *Works* information, and relevant drawings.

All work is to be done accordance to an approve quality system;

ISO 9001: 2015- Quality Management Standard.

EVS 010- Quality Requirements for Quality related services.

EVS 005- Quality Requirements for Quality related items and equipment

When required the *Contractor* prepares a Quality Control Plan, the scope and contents of which shall be determined by the nature of the work.

The Contract Quality Plan shall, where appropriate.

Indicate the interface with the Contractor's quality system.

Establish communication channels between the *Contractor* and *Employer* in respect of product quality and the integration of such with the prescribed contact communication channels.

Identify items of activities for which Product/Process Quality Plans will be prepared.

Identify the specifications and acceptance criteria for material for which Production/Process Quality Plans are required

The *Contractor* shall have a Quality Programme that, as a minimum meets the Quality requirements as specified in ISO 9001:2015.

A quality requirement has been established by *Employer* (Eskom Hendrina Power Station) where catalogue items (commercial duties when required either in accordance with the provisions of Act), as amended or Employer's requirements and shall be responsible for issuing the Final Certificate of Inspection and Tests, as prescribed by the Act or by Employer.

Any information and documents requested by *Employer* (Eskom Hendrina Power Station) shall be supplied to the Authority and no plant shall be placed in service until information and documents are approved by the Employer.

The Authority will perform such quality activities as may be necessary during construction, erection, installation, commissioning, maintenance or repair and testing. The activities shall be in the main being as follows:

- Witness inspections or verification.
- Monitoring the Contractor's quality function
- Samplings checks against the Contractor's records.
- Record verification.

Grade items are being procured but where an additional degree of confidence exceeding normal commercial transactions is required, e.g. certification of conformance to a specific revision of the supplier's catalogue. A quality assurance programme is not mandatory for such suppliers.

The responsibility for ensuring that the Sub-Contractors programme complies with the quality requirements is that of the *Contractor* who shall define the specific criteria of the quality requirements applicable to the Sub-Contractor's scope of supply.

Non-conformance reports shall be prepared by the *Contractor* and approved by the *Project Manager* for non-conforming materials, workmanship or documentation shall form part of the permanent quality records. When requested these reports shall be submitted to *Employer Authority/Agency* for review.

Employer Authority may initiate NCR's covering non-conforming materials, workmanship or documentation and the *Contractor* shall respond in a timely manner by stating the:

- Cause
- Corrective action
- Action taken to prevent recurrence
- Effective

2.6 Programming constraints

The *Contractor* shall submit a program, compiled in Microsoft Project / Primavera or similar program, which will provide details of the list of all activities and the duration of each activity.

- A list of all activities and duration of each shall be made available after an instruction to commence work is given to the *Contractor* by the Project Manager.
- The program shall be updated weekly and will be used to track progress and manage all the activities.
- The *Contractor* submits a bar chart program one week after award of the contract showing the following:
 - The early start and early completion date of each activity.
 - The late start and late completion of each activity.
 - Planned completion.
 - The order and planning of operations which the *Contractor* plans to do in order to provide the works.
- The *Contractor* prepares and submits an update, seven days after the start date, showing actual progress and the effect upon the remainder of the activities to be completed.

2.7 Invoicing and payment

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

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

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

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

3 Engineering and the *Contractor's* design

N/A

3.1.1 BBBEE and preferencing scheme

Refer to SD&L report.

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Project Manager* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

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

3.2 Subcontracting

N/A

3.3 Plant and Materials

3.3.1 Plant & Materials provided “free issue” by the Employer

- Scaffolding will be provided to the *Contractor*.
- Drinking water.

3.3.2 Contractor's procurement of Plant and Materials

All materials and consumables required to execute the Project must be provided by the Contractor.

3.3.3 Spares and consumables

Spares and consumables required to execute the Project must be provided by the *Contractor*.

3.4 Tests and inspections before delivery

Materials to be used must be inspected by the *Employer* prior delivery to site for execution of the Project.

3.5 Marking Plant and Materials outside the Working Areas

Refer to the works information.



PART 4: SITE INFORMATION

Document reference	Title SWITCHGEAR ROOM ROOF RUBBERIZING	No of pages
C4	This cover page	1
	Site Information	6
	Total number of pages	7

PART 4: SITE INFORMATION

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

1. Access limitations

1.1 Site location and Security

- The Site is Hendrina Power Station which is located approximately 35km from Middelburg N4/N11 offramp along the Middelburg – Hendrina road (N11). Taking the Pullenshope turn-off, about 23 km south from N4/N11 offramp, and continue about 8km you will get to a sign Hendrina Power Station & turn left to the security gates. Access to the site will be via the main security gate only.
- The *Employer* will inform the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Contractor* to allow in his price and program for delays at the security gate. The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes but is not limited to briefcases and toolboxes.
- All *Contractor* employees to provide proof clearance before access permits are issued.

1.2 Access limitations

Normal working hours are Eskom working hours:

- Monday to Thursday 07:00 - 16:15
- Fridays 07:00 - 12:00

All Timesheets and workers register are to be kept for records purposes i.e. man-hours worked safely etc. Daily time sheet must be kept up to date of normal and overtime worked at all times.

1.3 Temporary Gate Permits

- The *Contractor* provides the *Employer* with the personal details of their staff at least two days prior to the occupation date. All names and details to be submitted to the *Employer* who arranges for all gate permits.

1.4 Occupational Health and Safety Induction Course

- All the employees of the *Contractor* must attend a health and safety induction course provided by the *Employer* at the security offices before they will be allowed to work on the Site. It is the responsibility of the *Contractor* to ensure that all employees have attended the health and safety induction.
- The Induction course includes an awareness on the Error prevention and Improvement tools and techniques to ensure familiarisation and use of these error-prevention tools/techniques inclusive of, Pre and Post-job briefs, Risk Assessments, Self-checks (STAR principle), Peer Checks, Job observations, Accountability, Effective communications e.g. 3- way, Questioning attitude, Procedural adherence, Hand overs and other.
- A list of employees requiring safety induction must be submitted at least 2 days in advance arrival so that the details of the safety and health induction course can be communicated.

1.5 Health and Safety Requirements

The *Contractor* and his sub-*Contractors* ensure at all times compliance with safety regulations imposed by any Act of Parliament, ordinance or any regulation or by-law of any local or statutory authority. The *Contractor* acts in accordance with the health and safety requirements stated in the *Works* Information.

- In carrying out its obligations to the *Employer* in terms of this contract; in providing the *Works*; in using Plant, Materials and Equipment; and while at the Site for any reason, the *Contractor* complies and procures and ensures the compliance by its employees, agents, Sub-*Contractors* and mandataries with:
 - the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and the Eskom "Health, Safety and Environmental specifications for *Contractors*" document attached to the *Works* Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the *Works* and are provided in writing to the *Contractor* (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the *Employer* and all amendments will be provided in writing to the *Contractor*. The *Contractor* complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and the health and safety plan prepared by the *Contractor* in accordance with the SHEQ Requirements

(The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)

- The *Contractor*, at all times, considers itself to be the "*Employer*" for the purposes of the OHSA and shall not consider itself under the supervision or management of the *Employer* with regard to compliance with the SHEQ Requirements, the *Contractor* shall furthermore not consider itself to be a subordinate or under the supervision of the *Employer* in respect of these matters. The *Contractor* is at all times responsible for the supervision of its employees, agents, Sub-*Contractors* and mandataries and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the *Works* in accordance with the SHEQ Requirements.
- The *Contractor* acknowledges that it is fully aware of the requirements of all the above and undertakes to employ only people who have been duly authorized in terms thereof and who have received sufficient training to ensure that they can comply therewith.
- The *Contractor* ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and is trained and competent to execute their duties. The *Contractor* supervises the execution of their duties by all such appointees.
- The *Contractor* shall appoint a person who will liaise with the Eskom Safety Officer responsible for the premises relevant to this contract. The person so appointed shall, on request: supply the Eskom Safety Officer with copies of minutes of all Health And Safety Committee meetings, whenever he is required to do so; supply the Eskom Safety Officer with copies of all appointments in respect of employees employed on this contract, in terms of the Act and Regulations and shall advise the Eskom Safety Officer of any changes thereto.

The *Employer*, or any person appointed by the *Employer*, may, at any stage during the duration of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the *Contractor*;
- refuse any employee, Sub *Contractor* or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;

- Issue the *Contractor* with a stop order should the *Employer* become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.
- The *Contractor* immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the *Works* or on the Site to the *Employer's Representative*.
- The *Contractor* undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.
- The *Contractor* appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.
- The *Contractor* confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the *Works* to ensure compliance by it and all employees, agents, Sub-*Contractors* or mandataries with the SHEQ Requirements while providing the *Works* in terms of this contract. As such, the *Contractor* confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the *Contractor* and the *Employer* regarding health and safety for the purposes of section 37(2) of the OHSA.
- The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or Sub-*Contractors*, to the extent permitted by the OHSA.
- The *Contractor* hereby indemnifies the *Employer* and holds the *Employer* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the *Employer* and/or suffered or incurred by the *Employer*(as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandataries to comply with their obligations in terms of clause 16, and/or the failure of the *Employer* to procure the compliance by the *Contractor*, its employees, agents, Sub-*Contractors* and/or mandataries with their responsibilities and/or obligations in terms of or arising from the OHSA.
 - In carrying out his obligation as the mandatory to the *Employer* for this contract in terms of the National Environmental Management Act No.107 of 1998, the *Contractor* ensures that he complies with the Act when Providing the Services or using plant, materials or equipment.
- The following hierarchy of controls has to be observed on any activity that is above ground level:
 - When considering work at height, a risk assessment must be conducted, form part of the health and safety plan to be applied on site and must include:
 - The identification of the risks and hazards to which persons may be exposed to.
 - An analysis and evaluation of the risks and hazards identified based on a documented method.
 - A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
 - Have a monitoring and a review plan in place.
 - When working at height, risk assessments shall take into account factors such as, the necessity for the work to be done in an elevated position as opposed to on the ground and precaution measures to be taken to mitigate incidents.
 - Any lesson occurred from working at heights must be reported and shared among the team.

1.6 Permit to Work System

- NO work shall be carried out without a "PERMIT TO WORK"
- The *Contractor's* Responsible Person must satisfy himself that all sources of possible danger are isolated. Details of the Permit to Work system can be found in the Plant Safety Regulations for Hendrina Power Station, Eskom. The *Contractor* must also make provision for sufficient Authorise Supervisor(s) depending on the contractual obligations. The Authorised Supervisor will need to undergo a week's training, which will be arranged at a suitable Eskom facility. This person must also pass an exam to verify his understanding of the procedure, after which he/she will need to be interviewed by a panel to discuss the practical understanding of being appointed as an Authorised Supervisor.
- Plant with a prohibitive sign attached may only be operated by appointed Eskom personnel. Any *Contractor* employee found tampering with such plant will be permanently removed from Site.

1.7 Transportation of passengers: open LDV's:

No *Eskom* employee or *Contractor* would be allowed to transport passengers on the back of open light delivery vehicles (LDV's). It is a legal requirement to provide safe transportation of *Eskom* and *Contractor* employees – therefore the following will be enforced:

- All passengers must be transported in a closed vehicle with proper and adequate Seating, fitted with safety belt for the number of passengers to be transported.
- Tools and equipment must be properly secured.
- Only authorised drivers may transport passengers.
- Proof must be submitted on request in terms of valid roadworthiness of all vehicles
- The above must apply to on site and off site transportation of passengers.

1.8 Eskom Life Saving Rules:

Life Saving Rules have been developed that will apply to all Eskom *Employees*, agents, consultants and *Contractors*.

- **Rule 1:** Open, Isolate, Test, Earth, Bond, and/or Insulate before touch - that is any plant operating above 1 000 V.
- **Rule 2:** Hook up at heights - no person may work at height where there is a risk of falling.
- **Rule 3:** Buckle up – no person may drive any vehicle on Eskom business and/or on Eskom premises: unless the driver and all passengers are wearing seat belts.
- **Rule 4:** Be sober (no person is allowed to work under the influence of drugs and alcohol.
- **Rule 5:** Use a permit to work – where an authorization limitation exists, no person shall work without the required permit to work.

1.9 Local Safety Procedures

The *Contractor* adheres to all local procedures. A list of local procedures is available on request from the *Employer*.

1.10 Incidents / Accidents

- Incidents and accidents must be reported and investigated as detailed in OHS Incident Management Procedure 32-95. All incidents must also be reported to the *Employer* within 24 hours.
- First aid must be made available either by the *Contractor* or use can be made of the Hendrina medical centre. The availability of the *Contractor's* own first aid does not relieve the *Contractor* of his obligation to report and investigate the incident in accordance with Hendrina Procedure.
- The *Employer* will accompany the *Contractor* to hospital in the case of serious injury.

1.11 Fire Prevention

- Fire prevention and protection requirements to which *Contractors* must comply are detailed in HSPHO/059 Emergency Response Procedure

1.12 Protective Equipment and Clothing

- The *Contractor* supplies his own personal protective equipment necessary to carry out the *Works* and the *Contractor* shall ensure that all overalls for his staff have clearly identifying **company LOGO's**
- The *Contractor* is also responsible to inspect and maintain such equipment as required in terms of the OHS Act and local procedures.

1.13 Inspection of Equipment

- The *Contractor's* equipment is inspected by an authorised Eskom employee on arrival at the site.
- The following documentation is required to accompany the equipment where applicable: copies of all test certificates and maintenance records.
- Lifting equipment and electrical equipment must be marked with a unique number, code or colour code for identification. If the equipment is found to be in an unsatisfactory condition or if insufficient maintenance has been carried out on the equipment then it will not be approved for use on Site. A list of all lifting equipment and electrical equipment must be submitted to the *Employer* at least 2 days prior to the occupation date. This list must indicate the unique number and description of the equipment.
- Training requirements must comply with the *Works* Information and statutory requirements.

1.14 Environmental Policy and Waste Handling

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

1.15 Disposal of Waste

Waste shall be removed promptly to the designated disposal area as per below requirements:

- Domestic waste to the bins marked Domestic waste
- No stockpiling will be permitted
- Production waste in the marked bins
- Paper in its recycling bin
- Contact the *Project Manager* for the disposal of building rubble

Scrap metal, Wood & Rubber, Redundant Valves, Pipes, and Equipment etc. to be placed in the marked bins scrap bins.

1.16 Hazardous Waste Disposal and Handling

- Any new hazardous waste that comes to the temporary hazardous waste site must be accompanied by an SDS; all other hazardous waste can be delivered without the SDS.
- An inventory is signed by the person who delivers the hazardous waste and the waste coordinator must acknowledge the receipt of the waste.
- A 210l drum with lid will be issued to the person who has delivered the waste after the inventory is signed.
- Drums with incorrect colour coding or drums without lids will not be accepted at the temporary hazardous waste site.

2. Additional Information

Contractors are accountable for taking all the necessary steps to protect all persons (including employees, visitors, and the general public), to protect the environment and property against any harm during the course of performing work or services in relation to their contractual obligations. In addition, all work procedures and equipment will be carried out in accordance with Eskom and legislative requirements.

Eskom's contractors have the fundamental accountability and responsibility for executing on-site safety, health, and environment issues for their activities, services, products, and work. Each *Contractor* is responsible for ensuring that its employees and the employees of any appointed contractors comply with all occupational safety, health, and environmental (SHE) statutory requirements and the policies and procedures of Eskom Holdings SOC Limited.

This procedure is supplementary to the requirements of relevant legislation and the conditions of the contract.