



## NEC3 Engineering and Construction

# Short Contract (ECSC3)

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

and

for **Gourikwa-Proteus 1 and 2 Guyed Anchor Refurbishment**

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Documentation prepared by: AF BALOKA

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### **Gourikwa-Proteus 1 and 2 Guyed Anchor Refurbishment**

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

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

The offered total of the Prices exclusive of VAT is	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(in words) [●]	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the  
Employer**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'

## Schedule of Deviations

Note:

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

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

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

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

### For the tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &  
signature  
of witness

Date

## C1.2 Contract Data

### Data provided by the *Employer*

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

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions <sup>1</sup> is (Name):	<b>TONY BALOKA</b>
	Address	<b>60 VOORTREKKER ROAD, BELLVILLE, 7530</b>
	Tel No.	<b>021 915 9227</b>
	Fax No.	<b>086 668 1617</b>
	E-mail address	<b>tony.baloka@eskom.co.za</b>
11.2(11)	The <i>works</i> are	<b>Restoration and treatment of guy anchor links for various states of corrosion.</b>
11.2(13)	The Works Information is in	<b>the document called 'Works Information' in Part 3 of this contract.</b>
11.2(12)	The Site Information is in	<b>the document called 'Site Information' in Part 4 of this contract.</b>
11.2(12)	The <i>site</i> is	<b>Gourikwa-Proteus 1 and 2 400kV Line</b>
30.1	The <i>starting date</i> is.	<b>TBC</b>
11.2(2)	The <i>completion date</i> is.	<b>TBC</b>
13.2	The <i>period for reply</i> is	<b>2 weeks</b>
40	The <i>defects date</i> is	<b>52 weeks after Completion</b>
41.3	The <i>defect correction period</i> is	<b>2 weeks</b>
50.1	The <i>assessment day</i> is the	<b>25<sup>th</sup> of each month.</b>
50.5	The <i>delay damages</i> are	<b>0.5% of total Project Value per day</b>
50.6	The retention is	<b>10%</b>
51.2	The interest rate on late payment is	<b>0% [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]</b>

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

80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>the amount of the deductibles relevant to the event</b>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>
93.1	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>
93.2(2)	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>
93.4	The <i>tribunal</i> is:	<b>arbitration.</b>
	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>Bellville, South Africa</b>
	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	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
<b>The <i>conditions of contract</i> are the NEC3 Engineering and Construction Short Contract (April 2013)<sup>23</sup> and the following additional conditions Z1 to Z11 which always apply:</b>		

## **Z1 Cession delegation and assignment**

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

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

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the

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

<sup>3</sup> State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

*Contractor* notifies the *Employer* within seven days of the change.

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

### **Z3 Confidentiality**

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

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

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

### **Z5 Health, safety and the environment**

- Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational

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

Z5.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

**Z7 Notifying compensation events**

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

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

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

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

- Z9.1 or had a business rescue order granted against it.

**Z10 Addition to Clause 50.5**

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

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



## Z11 Ethics

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

- Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subconsultants 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.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 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.
- Z11.3 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.
- Z11.4 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.

## Z12 Insurance

### Z \_12.1 Replace core clause 82 with the following:

#### Insurance cover 82

- 82.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 82.2 The *Contractor* provides the insurances stated in the Insurance Table A, from the

*starting date* until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

Insurance against	Minimum amount of cover or minimum limit of indemnity	Cover provided until
Loss of or damage to the works	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>	The <i>Employer's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>	The Defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works	<p><b><u>Loss of or damage to property</u></b></p> <p><b><u>Employer's property</u></b></p> <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date where covered by the <i>Employer's</i> insurance</p> <p><b><u>Other property</u></b></p> <p>The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b></p> <p>The amount required by the applicable law</p>	
Liability for death of or bodily	The amount	

injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	required by the applicable law	
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82.3 The *Employer* provides the insurances as stated in the Insurance Table B

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum of indemnity</b>
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

### **Z13 Nuclear Liability**

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 44 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
<b>Ambient Air</b>	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
<b>Compliance Monitoring</b>	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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

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

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

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

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

## C2 Pricing Data

### C2.1 Pricing assumptions

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

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

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

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

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

C2.2 Price List

The Price List is as follows

FINAL SUMMARY		
SCHEDULE	DESCRIPTIONS	AMOUNT
1	PRELIMINARY & GENERAL (P&G)	
2	FOUNDATION QUANTITIES	
3	PROVISIONAL FOUNDATION QUANTITIES	
	SUBTOTAL	
	15% VAT	
	TOTAL	



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b><u>SCHEDULE 1</u></b>					
<b>PRELIMINARY &amp; GENERAL (P&amp;G)</b>					
1.1	Site Establishment (Once Off)	Sum	1		
1.2	Removal of Site Establishment (Once Off)	Sum	1		
1.3	Ablution and latrine facilities (Once Off)	Sum	1		
1.4	Dealing with water (Once off)	Sum	1		
1.5	Company and Head Office Overhead Costs for the Duration of Construction (Once off).	Sum	1		
1.6	Hand Tools (Once off)	Sum	1		
1.7	Health and Safety, Environmental and Quality (SHEQ) Plan (Once Off)	Sum	1		
1.8	<u>Safety</u> Complying with Health and Safety Specifications (% per invoice)	%	1		
1.9	<u>PPE</u>	%	1		

	Complying with PPE requirements (% per invoice)				
1.10	<u>Environmental</u> Complying with Environmental  Legislation and all other statutory environmental requirements including rehabilitation (% per invoice)	%	1		
1.11	<u><b>Providing of Report with photographs, hardcopy and softcopy of anchors:</b></u>  (1) After exposing and assessment but before cleaning. (2) After cleaning but before painting (3) After painting but before concrete encasement (4) After concrete encasement but before backfilling (5) After backfilling The Report will become part of as-built records 5 photos per anchor 20 photos per tower	Images/photos  Report with photos	560  1		
<b>SUBTOTAL</b>					

**PRELIMINARY & GENERAL ITEMS (P&G)**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SCHEDULE 2 : FOUNDATION QUANTITIES</b>					
<b>2.1</b>	<b>Exposure, categorisation of corrosion condition on DEAD MAN anchor links and refurbishment</b>				
<b>a</b>	Category 2 – 3 Links Hand clean, paint with Zinc rich, encase in concrete	Anchors	90		
<b>b</b>	Category 4 - 5 Links Sand blast, clean, re-coat link with zinc or elastomeric paint and encase in concrete	Anchors	11		
<b>c</b>	Category 6	Anchors	6		
<b>d</b>	Category 7	Anchors	2		
<b>2.2</b>	<b>DEAD MAN anchors couplings below natural ground</b>				
	<b>Exposure, categorisation of corrosion condition, extend anchor plate on DEAD MAN anchor links and refurbishment</b>				
<b>a</b>	Anchor plates should be extended above the natural ground level extending the existing anchor plate to a height of 1m – 1,5m above the natural ground level and encased in a 200mm PVC pipe filled with concrete.	Anchors	38		
<b>c</b>	Category 3 - 5 Links	Anchors	38		

	Sand blast, clean, re-coat link with zinc or elastomeric paint and encase in concrete				
<b>2.3</b>	<b>Exposure, categorisation of corrosion condition on INCLINE PILE anchors and refurbishment. Anchor concrete above natural ground level</b>				
<b>a</b>	Category 2 – 3 Links Clean anchor plate; recoat link with zinc rich or elastomeric paint and bitumen; extend concrete pile to minimum of 150mm above natural ground level; scabbing of existing concrete and use wet / dry epoxy to bond old and new concrete	Anchors	90		
<b>b</b>	Category 4 – 5 Links Remove signs of corrosion by sand blasting of anchor plate; ; recoat link with zinc rich and bitumen; extend concrete pile to minimum of 150mm above natural ground level; scabbing of existing concrete and use wet / dry epoxy to bond old and new concrete	Anchors	11		
<b>c</b>	Category 6	Anchors	6		0
<b>d</b>	Category 7	Anchors	2		0
<b>2.4</b>	<b>INCLINE PILE anchors couplings below natural ground</b> <b>Exposure, categorisation of corrosion condition, extend anchor plate on INCLINE PILE anchor links and refurbishment</b>				
<b>a</b>	Anchor plates should be extended above the natural ground level extending the existing anchor plate to a height of 1m – 1,5m above the natural ground level and encased in a 200mm PVC pipe filled with concrete.	Anchors	38		

<b>c</b>	Category 3 - 5 Links Sand blast, clean, re-coat link with zinc or elastomeric paint and encase in concrete	Anchors	38		
<b>SUBTOTAL</b>					
<b>FOUNDATION QUANTITIES</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b><u>SCHEDULE 3 :</u></b> <b>PROVISIONAL FOUNDATION QUANTITIES</b> (this Schedule is for in the event corrosion has worsened since the audit of 2012)					
<b>3.1</b>	<b>Exposure, categorisation of corrosion condition on DEADMAN anchor links and refurbishment</b>				
<b>a</b>	Category 2 – 3 Links Hand clean, paint with Zinc rich, encase in concrete	Anchors	22		
<b>b</b>	Category 4 - 5 Links Sand blast, clean, re-coat link with zinc or elastomeric paint and encase in concrete	Anchors	101		
<b>3.2</b>	<b>Restoration of INCLINE PILE anchors. Anchor concrete above natural ground level</b>				
<b>a</b>	Category 2 – 3 Links Clean anchor plate; recoat link with zinc rich or elastomeric paint and bitumen; extend concrete pile to minimum of 150mm above natural ground level; scabbing of existing concrete and use wet / dry epoxy to bond old and new concrete	Anchors	22		
<b>b</b>	Category 4 – 5 Links	Anchors	101		

	Remove signs of corrosion by sand blasting of anchor plate; ; recoat link with zinc rich or elastomeric paint and bitumen; extend concrete pile to minimum of 150mm above natural ground level; scabbing of existing concrete and use wet / dry epoxy to bond old and new concrete				
3.3	<b>Supply and install 100KN temporary anchor (refer to specification P1338-1865-5001, point 6.4.3)</b>	Anchors	38		
3.4	<b>Design of new foundation and anchor extensions for refurbishment as per specifications (1 X incline pile; 1 X deadman)</b>	Sum	2		
3.5	<b>Extra over rate for Inspection and Restoration of Inaccessible anchor links</b>	Towers	2		
3.7	<b>Quality Assurance</b>				
a	Open and expose concrete encased foundations Anchors for Quality Inspection.	Anchors	12		
b	<b>Note:</b> Restoration of opened-up Anchors to be done as per specification and quantities to be claimed under Schedule 2.1 or 2.2 or 2.3				
<b>SUBTOTAL PROVISIONAL FOUNDATION QUANTITIES</b>					

## C3: Scope of Work

### C3.1 Works Information

#### 1. Description of the *works*

The purpose of this scope of work is to set out the remedial measures needed to increase the life expectancy of the Cross-rope tower on the Gourikwa - Proteus 400kV line 1 and line 2, and to minimize the risk of a possible tower and line failure. This will be done through the exposure, categorisation, restoration and treatment of the guy anchor links for various states of corrosion.

This project focuses on restoring foundations on the cross-rope structures of the 10 km line. There are 14 cross-rope structures on each line. The total number of cross-rope structures to be investigated and possibly restored are 28 structures.

There are two types of foundations that were used on Cross-rope structures on this line: Inclined pile anchor foundations and Deadman anchor foundations. The total number of anchor foundations to be investigated is 112 anchors.

The contractor must expose all the cross-rope foundation that do not have adequate concrete protrusion out of the NGL. Once the type of the foundation has been determined, the detailed scope of work and restoration will be found in the following documents:

**Document Type:** Scope of Work

**Title:** Gourikwa Proteus 400 kV line 1 and 2 Guy anchor link restoration SOW

**Document Identifier:** 240-167327066

**Alternative Reference Number:** LES0943

**Document Type:** Specification

**Title:** Gourikwa Proteus 400 kV line 1 and 2 Guy anchor link restoration Specification

**Template Unique Identifier:** 240-68108455

**Document Identifier:** LES1449

Although no severe corrosion were found on anchor links provision is made for the refurbishment thereof in the specification document **Bacchus / Palmiet / Muldersvlei 400kV network: Guy Anchor Link Restoration and Re-tensioning - Reference P1338-1865-5-001**

All activities that are performed by the contractor should be recorded and assist the engineer in evaluating the method statements prescribed by the contractor. The use of cameras to record the activities should be promoted during the Guy anchor restoration and contractors should price for such activities

#### 2. Drawings

Provided in

**Document Type:** Specification

**Title:** Gourikwa Proteus 400 kV line 1 and 2 Guy anchor link restoration Specification

**Template Unique Identifier:** 240-68108455

**Document Identifier:** LES1449 Specification Will be provided when required

#### 3. Specifications

**Document Type:** Specification

**Title:** Gourikwa Proteus 400 kV line 1 and 2 Guy anchor link restoration Specification

**Template Unique Identifier:** 240-68108455

**Document Identifier:** LES1449

specification document **Bacchus / Palmiet / Muldersvlei 400kV network: Guy Anchor Link Restoration and Re-tensioning - ReferenceP1338-1865-5-001**

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

### 4.1 Meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
<b>Inaugural meeting.</b> To ensure that all Eskom Standards and Procedures are met such as Safety and Environmental requirements. A detailed work program with all the relevant Completion or Sectional Completion dates will be discussed and approved between Eskom and the Contractor at the Inaugural Meeting. An inaugural meeting will be arranged in agreement with all affected parties. All <b>Material Safety Data Sheets</b> for all the chemicals used on site shall be provided by the Contractor and accepted by Eskom.	Within 1 week after contract awarded.	Eskom Bellville building  MS Teams Meetings	Project Manager, L&S Manager, Safety and Risk Manager, Environmental Advisor, LES Representative, Contractor and/or his delegates
<b>Meeting 1.</b> To close off all outstanding issues identified from the Inaugural meeting.	Within 3 weeks after contract awarded.	Eskom Bellville building  MS Teams Meetings	Project Manager, L&S Manager, Safety and Risk Manager, Environmental Advisor, LES Representative, Contractor and/or his delegates
Risk register and compensation events	Monthly, in the last week of the month.	Eskom Bellville building  MS Teams Meetings	Project Manager, Site Supervisor and Contractor and/or his delegates
Overall contract progress and feedback	Monthly, in the last week of the month.	Eskom Bellville building  MS Teams Meetings	Project Manager, Safety and Risk Manager, Environmental Advisor, LES Representative, Site Supervisor, Contractor and/or his delegates
SHEQ meetings to ensure compliance to Monthly reporting requirements	Monthly, in the last week of the month.	Eskom Bellville building  MS Teams Meetings	
Meetings of a specialist nature may be convened by the Contractor, Project Manager or Eskom Representative at times and	As and when required	TBA	Related stakeholders



locations to suit the all Parties. Records of these meetings shall be submitted to the <i>Project Manager</i> by the person convening the meeting within five days of the meeting.			
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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.

## 4.2 Use of standard forms

The use of standard NEC forms, letters, templates must be used when issuing official communication

## 4.3 Invoicing and payment

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

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

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The *Contractor* shall address the tax invoice to:  
Eskom Holdings SOC Ltd  
*The Project Manager: Mr AF Baloka; and*

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

- Name and address of the *Contractor*
- The contract number and title;
- The Purchase Order Number
- The Taskorder Number
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total Price for Work Done to Date which the *Contractor* has completed;
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Bill of Quantities for work which he was completed.

- Invoices must be signed by the Eskom Representative and Project Manager
- The Eskom Representative requires 2 weeks' notice to respond to the invoice.
- **No invoices will be accepted that differ from the Taskorder values.**

Original Invoices are to be submitted to the Project Manager personally by hand or by courier to Eskom Bellville Building, 2<sup>nd</sup> Floor, 60 Voortrekker Road, Bellville.

The Contractor may apply for payment of work done, in the format of the Bill of Quantities, by the first day of each month after the work is completed.

The Eskom Representative shall submit to the Project Manager a schedule of completed work done on the last week day of every month. The Project Manager will determine the value of work done in accordance with the Taskorder.

Payment for the refurbishment of stubs will be due upon completion of all the works as stated in the Taskorder

Preliminaries & General Claims: In proportion to work completed.

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

**If the ASGI-SA requirements are to be included in this contract** specify constraints which *Contractor* must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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. Details of the schedule will be clarified during tender clarification by Supplier Development and Localisation (SD&L)

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. The records will be kept as hardcopy and on file for inspection. Monthly reporting on compliance to the criteria is expected in the last week of every month until contract completion.

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.

#### 4.6 BBBEE and preferencing scheme

In accordance with Eskom's policies.

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

A site for the Contractor's yard will be discussed and agreed upon between the Contractor, landowner and Eskom representative. The purpose of the site will be for storage, mixing of materials, areas for storing tools, machinery and apparatus. The Contractor shall not occupy any site area other than that allocated to him. The Contractor shall do their own negotiations for the erection of any construction camp(s) and accommodation for his personnel required to provide the works, and ensure compliance with all by-laws and requirements of the relevant authorities.

The Contractor provides the necessary services - water, electricity, sewerage, toilet facilities etc. The Contractor arranges for a communication network, including telephones, to suit his needs. Note must be taken that cell phone reception is not available on certain sections along the lines. Water will have to be transported to site where various construction teams are utilised. Water is not available along the line route.

**NOTE: The Contractor should take all measures of saving water and complying with laws governing the use and supply of water. The supply and use of water will be for the Contractor's account.**

The Contractor removes all evidence of construction camp(s) on completion, and rehabilitates the area to the satisfaction of the landowner and the Supervisor.

The Contractor shall provide sanitary amenities, first aid and fire fighting facilities as required by the Occupational Health and Safety Act.

The Contractor supplies all plant and materials required for completing the works.

The Contractor shall provide all connections, extensions and additional supply points necessary for the works. Any measures which the Contractor may require to maintain continuity and quality of supply shall be arranged by him at his own expense.

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

Refer to NEC clause 70.2.

All materials that are to be removed from site must be approved by the Landowner and Eskom Representative.

#### **4.9 Design by the Contractor**

In the event a design is required by the Contractor, as in the case when a new foundation requires replacement.

- All designs submitted by the contractor must be approved by LES (Line Engineering Services) before any work can begin.
- It is the responsibility of the contractor to ensure that the designs are submitted to LES.
- The design must include safe work procedures and method statements.
- An approved copy of the design will be given to the Eskom Representative and Project Manager for record keeping purposes.

The Contractor can claim costs for the design as per BOQ 3.4

#### **4.10 Cataloguing requirements by the Contractor**

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

No cataloguing requirements by the Contractor

#### **4.11 Access**

ORHVS HV01 required for access to servitudes.

### **5. Requirements for the programme**

Contractor must indicate how soon he can be on site after receiving an official Taskorder.

Supervision of work will be by done by an Eskom Representative from Lines and Servitudes or a delegate. The various steps in the Programme must be approved by the Eskom Representative before the next step is to be followed.

- The successful tenderer shall submit a detailed construction programme to the Project Manager for acceptance within two (2) weeks of the starting date. The programme is to conform strictly to the requirements of Conditions of the Contract.

- The Contractor provides a Forecast Rate of Payment with his tender, which accurately reflects the construction processes of the programme.
- The Contractor revises the programme as required in accordance with Conditions of Contract. Each time the programme is revised, the Contractor is to submit a revised Forecast Rate of Payment.

### **Production Rates**

The Contractor's programme is to make allowance for adverse weather in accordance with the contract.

Weather data is available from the South African Weather Bureau.

The Contractor is to ensure that sufficient resources are allocated to meet the completion dates. Tenders will be evaluated with specific attention to the latter.

### **Completion**

- The Contractor advises the Eskom Representative as sections of the line become available for final inspection, and provides assistance if required.
- By the Completion Date in the Contract Data, the Contractor shall complete all work. All other work (rehabilitation of damaged site, road, etc, installation of retaining walls where required, groundwork, removal of temporary works, removal of construction camps, batching plants etc.) shall be completed within 2 months of take over and shall be approved by the Eskom Representative prior to the release of any retention moneys held against this contract.
- The Contractor maintains the works until the defects date and if no defects are found only then will retention money's be released.
- Notwithstanding the specifications quoted in this document, the requirements of the product for the refurbishment work shall be an accepted product of the Lines and Servitude Department – Western Grid.

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

None. All equipment to be provided the Contractor.

## C4: Site Information

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

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

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

Access along the line is good. National, secondary and farm roads supported access to the line. No problems have been experienced with access through private property and gates were fitted with Eskom Transmission servitude locks.

No serious erosion conditions were noticed. Four-wheel drive vehicles are recommended to travel on the servitude road.

Access to towers must be organised with landowners prior to entry.

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

Ground conditions vary from rocky to hard to agricultural type soil

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

None. However Drawings will be provided on request for the sites where the work will be done.

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

Work will be done on powerline structures However Drawings will be provided on request for the sites where the work will be done.