



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and

for The provision of control plant regarding Protection, Metering, Tele-control and Direct current during the process of new customer projects, refurbishment and strengthening projects as well as for specialist support during emergencies and outages within Limlanga Cluster on an “as and when” required basis over a period of 60 months

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Documentation prepared by:

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:

The provision of control plant regarding Protection, Metering, Tele-control and Direct current during the process of new customer projects, refurbishment and strengthening projects as well as for specialist support during emergencies and outages within Limlanga Cluster on an “as and when” required basis over a period of 60 months

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	Rate Contract
Value Added Tax @ 14% is	Rate Contract
The offered total of the Prices inclusive of VAT is	Rate Contract
(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*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

- Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract (April 2013) (ECSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.

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

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ² is (Name):	
	Address	
	Tel No.	
	Fax No.	
	E-mail address	
11.2(11)	The <i>works</i> are	The provision of control plant regarding Protection, Metering, Tele-control and Direct current during the process of new customer projects, refurbishment and strengthening projects as well as for specialist support during emergencies and outages within Limlanga Cluster on an "as and when" required basis over a period of 60 months
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	As Per Task Order
30.1	The <i>starting date</i> is.	TBA
11.2(2)	The <i>completion date</i> is.	TBA
13.2	The <i>period for reply</i> is	2 weeks

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za

² Except those actions which can only be done by the *Employer* as a Party to the contract.

40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	<p>1. The non-fulfilment of specified requirements that may result in injury, death or damage to equipment / property, i.e., safety requirement – 24 Hours</p> <p>2. The non-fulfilment of specified requirement that does not pose immediate danger to life, wellbeing of persons or equipment/property, i.e., quality requirement. – 2 weeks</p>
50.1	The <i>assessment day</i> is the	25th of each month.
50.5	The <i>delay damages</i> are	0.1 % of the contract value per day to a max of 10%
50.6	The retention is	5%
51.2	The interest rate on late payment is	0.5 % per complete week of delay.
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	<p>the amount of the deductibles relevant to the event described in the applicable “Format ECSC3” policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p>
82.1	The <i>Employer</i> provides this insurance	<p>as stated for “Format ECSC3” available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</p> <p>(See Annexure A for basic guidance)</p>
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

Address [•]
 Tel No. [•]
 Fax No. [•]
 e-mail [•]

93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	Arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman for the time being or his
	- if the arbitration procedure does not state who selects an arbitrator, is	nominee of the Association of Arbitrators (Southern Africa) or its successor body.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (April 2013)³⁴ and the following additional conditions Z1 to Z11 which always apply:

Z1 Cession delegation and assignment

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

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

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's*

³ If June 2005 Edition applies, delete April 2013 and insert June 2005

⁴ 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.

obligation to Provide the Works.

- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z3 Ethics

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

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to clause 12.2:

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

Z6 Health, safety and the environment

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Site;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
 - undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor’s* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to clause 50

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

Z8 Notifying compensation events

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

Z9 Employer’s limitation of liability; Add to clause 80.1

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

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

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

Z11 Addition to Clause 50.5

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

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

Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. For the purpose of works contracts likely to be let under this contract (low value straight forward work), insurance provided by Eskom (the *Employer*) has been arranged on the basis of “**Format ECSC3**” as described on the web link given at the foot of this page.
2. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below under the **Format ECSC3** and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 “The *Contractor* provides the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data”. Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
3. When Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom’s Marine Policies Procedures found at internet website given below.
4. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**
http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

Annexure B: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the Eskom Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Nigel ANDREWS	Gauteng	+27 11 836-6760 nigela@quoin.net
Andrew BAIRD	Gauteng	+27 11 803 3008 andrewbaird@ecsconsult.co.za
Christopher BINNINGTON	Gauteng	+27 11 888-6141 cdb@bca.co.za
Bruce LEECH	Gauteng	+27 11 290 4000 leech@counsel.co.za
Nigel NILEN	Gauteng	+27 11 465 3601; nilences@global.co.za
Robert St. LEGER	Cape Town	+27 21 794 7488 bobst@iafrica.com
Peter THURLOW	Gauteng	+27 11 787 6226 info@thurlowassoc.com

Information about the Panel and appointment of the selected *Adjudicator* is available from Supply Chain Operations management, by contacting Marumo Lekoto on 011 800 5383 or [lekotomh@eskom.co.za]

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)⁵ 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	10 %
63.2	The percentage for overheads and profit added to other Defined Cost is	10 %
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]:	Rate Contract

⁵ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

C2 Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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

Contract Price Adjustment (CPA):

CPA will be applicable for this contract because the duration is greater than twelve (12) months.

The rates will be fixed and firm for the first 12 months of the contract. At the anniversary date of the contract the rates will be adjusted in accordance with the Consumer Price Index (CPI)

Travelling Reimbursement

Contractors will be allowed to claim 1 trip from base to site and 1 back.

For the duration of the project, claims will be calculated from the nearest CNC to site. In certain cases, where the contractor will be asked to collect or deliver redundant or new material to and from site, this will be approved upfront with the relevant Project Co-ordinator as additional travelling.

C2.2 Price List

Provison of control Plant				Proposed Rate	
Item No.	Description of the item	Unit	Qty	Rate	
				Suppl	Inst
1	PRELIMINARIES				
1.1	Eskom's specific requirements				
1.1.1	Contractual requirements	Percentage of Total Labour Cost	1	Not Applicable	
1.1.2	Establishment of facilities on site such as plant, sheds, water, electricity, Lighting, ect.	Percentage of Total Labour Cost	1	Not Applicable	
1.1.3	Removal of site establishment	Percentage of Total Labour Cost	1	Not Applicable	
1.2	<u>Time Related</u>				
1.2.2	Operation & maintenance of facilities	Percentage of Total Labour Cost	1	Not Applicable	
1.2.3	Supervision	Percentage of Total Labour Cost	1	Not Applicable	
1.2.4	Company & head office costs	Percentage of Total Labour Cost	1	Not Applicable	
1.2.5	Security Services	Percentage of Total Labour Cost	1	Not Applicable	
1.2.7	Accommodation	Percentage of Total Labour Cost	1	Not Applicable	
1.2.8	Personnel transport	Percentage of Total Labour Cost	1	Not Applicable	
1.3	<u>Construction regulations:</u>				
1.3.1	Construction regulations requirements	Percentage of Total Labour Cost	1	Not Applicable	
1.3.2	SHEQ Compliance	Percentage of Total Labour Cost	1	Not Applicable	
1.3.4	HV Induction as per Eskom requirement	Percentage of Total Labour Cost	1	Not Applicable	
Subtotal carried to Summary				%	12

Item No.	Description of the item	Unit	Qty	Proposed Rate	
				Rate	
				Suppl	Inst
2	YARD AC AND ACDC BOARDS				
2.1	Swing Frame top entry(2400 x 600 x 800mm) with Blanking plates	Ea	1	Not Applicable	R 1 635.45
2.2	YARD AC BOARD	ea	1	Not Applicable	R 618.65
2.3	ACDC MODULES	ea	1	Not Applicable	R 618.65
Subtotal carried to Summary				R	

Item No.	Description of the item	Unit	Qty	Rate	
				Suppl	
3	DC Systems				
3.1	Sub Rack Battery Charger	ea	1	Not Applicable	R 501.09
3.2	1.1kW SMR Module	ea	1	Not Applicable	R 501.09
3.3	Connector, cell inter-row type 1	ea	1	Not Applicable	R 501.09
3.4	Terminating device	ea	1	Not Applicable	R 270.26
3.5	Cell, Batt	ea	1	Not Applicable	R 447.61
3.6	Stand, Batt	ea	1	Not Applicable	R 447.61
3.7	Battery Cabinet	ea	1	Not Applicable	R 501.09
3.8	Maintenance & Safety Kit	ea	1	Not Applicable	R 447.61
Subtotal carried to Summary				R	

Item No.	Description of the item	Unit	Qty	Rate	
				Suppl	
4	TELECONTROL				
4.1	Power Supply Unit	ea	1	Not Applicable	R 2 278.60
4.2	RTU: Config	ea	1	Not Applicable	R 2 278.60
4.3	Swing Frame top/bottom entry	ea	1	Not Applicable	R 2 278.60
4.4	Additional Card/s	ea	1	Not Applicable	R 600.28
4.5	Install IDF Rack	ea	1	Not Applicable	R 618.65
4.6	Install RS485 convertor rack	ea	1	Not Applicable	R 618.65
4.7	Install RS485 convertor	ea	1	Not Applicable	R 618.65
4.8	Install RTU - IDF cables	ea	1	Not Applicable	R 249.47
4.9.1	Telecomms option: Digital area Radio QR450	ea	1	Not Applicable	R 150.01
4.9.2	UHF Antenna CR400, Bracket	ea	1	Not Applicable	R 102.87
4.9.3	Coax Cable LMR400 20m	ea	1	Not Applicable	R 104.86
4.9.4	Connectors, Fly Lead	ea	1	Not Applicable	R 23.26
4.9.5	Comms survey, Install, Config, Commission	ea	1	Not Applicable	R 1 933.37
	Note:				
	This will be done by Telecontrol personnel in the Zone. Any other option (Micro wave, Fibre, PLC etc) will be done by Eskom Telecomms.				
Subtotal carried Summary				R	

Item No.	Description of the item	Unit	Qty	Proposed Rate		
				Rate		
				Suppl		
5	MEASUREMENTS AND METERING TARIFF AND STATISTICAL					
5.1	Swing Frame top entry(2400 x 600 x 800mm) with Blanking plates	Ea	1	Not Applicable	R	1 552.85
5.2	Meter Module complete	ea	1	Not Applicable	R	1 453.73
5.3	QOS unikt VectoGraph	ea	1	Not Applicable	R	913.10
5.4	Voltage selection module	ea	1	Not Applicable	R	654.16
5.5	Power Meter Class 0.5	ea	1	Not Applicable	R	606.15
5.6	Power Meter Class 0.2	ea	1	Not Applicable	R	606.15
5.7	Trucom Smartoo GSM/GPRS Metering Modems	ea	1	Not Applicable	R	467.29
5.8	Modem module with trunking	ea	1	Not Applicable	R	765.28
5.9	Quality of Supply Module Complete	ea	1	Not Applicable	R	594.83
5.10	Interposing module	ea	1	Not Applicable	R	613.71
Subtotal carried Summary					R	

Item No.	Description of the item	Unit	Qty	Proposed Rate		
				Rate		
				Suppl		
6	CABLES & ACCESSORIES					
6.1	CABLES & ACCESSORIES				R	-
6.1.1	Cable Glands - No.0	Ea	1	34.41	R	33.83
6.1.2	Cable Glands - No.1	Ea	1	34.41	R	33.83
6.1.3	Cable Glands - No.2	Ea	1	64.79	R	63.68
6.1.4	Cable Glands - No.3	Ea	1	85.26	R	59.91
6.1.5	Shroud for gland - No.0	No	1	7.54	R	7.42
6.1.6	Shroud for gland - No.1	No	1	68.54	R	61.26
6.1.7	Shroud for gland - No.2	No	1	92.23	R	37.97
6.1.8	Shroud for gland - No.3	No	1	105.93	R	52.07
6.1.9	Consumables			-	R	-
6.1.10	Cable Ties	per 100g	1	92.23	R	37.97
6.1.11	Lugs	per 100g	1	105.93	R	52.07
6.1.12	Bolts & Nuts	kg	1	118.40	R	73.51
Subtotal carried Summary						

Item No.	Description of the item	Unit	Qty	Proposed Rate		
				Rate		
				Suppl		
6	MV BUSBAR ARC PROTECTION UNIQUE CABLES					
6.2	MV BUSBAR ARC PROTECTION UNIQUE CABLES					
6.2.1	2 CORE SCREEN CABLES	M	1	-	R	5.93
6.2.2	4PR FLEX CABLES	M	1	-	R	5.93
6.2.3	Install arc sensor/s to slave relays cables	M	1	-	R	5.93
6.2.4	Install arc sensors	Ea	1	-	R	427.93
6.2.5	Install slave relays	Ea	1	-	R	427.93
	Consumables				R	-
6.2.6	Cable Ties	per 100g	1	92.23	R	37.97
6.2.7	Lugs	per 100g	1	105.93	R	52.07
6.2.8	Bolts & Nuts	kg	1	118.40	R	73.51
Subtotal carried Summary					R	

Item No.	Description of the item	Unit	Qty	Proposed Rate	
				Rate	
				Suppl	
7	INSTALLATION OF EQUIPMENT AND CABLES:				
7.1	Installation Supervision / Authorised ORHVS person	Hrs	1	Not Applicable	R 291.08
7.2	Installation of Panels (Protection Panel)	Ea	1	Not Applicable	R 2 278.60
7.3	Assemble & install battery stand	Hrs	1	Not Applicable	R 545.15
7.4	Install and connect up battery charger	Hrs	1	Not Applicable	R 545.15
7.5	Install terminating devices	Hrs	1	Not Applicable	R 294.01
7.6	Install & Connect up Battery bank	Hrs	1	Not Applicable	R 294.01
7.7	Install safety signs	Hrs	1	Not Applicable	R 208.26
7.8	Install safety equipment rack	Hrs	1	Not Applicable	R 294.01
7.9	Installation of VT JB	Ea	1	Not Applicable	R 1 255.68
7.10	Installation of AC Distribution Board	Ea	1	Not Applicable	R 2 278.60
7.11	Installation of RTU	Ea	1	Not Applicable	R 2 278.60
7.12	Installation of Meter Module	Ea	1	Not Applicable	R 1 604.82
7.13	Install telecontrol cable (RS485)	Ea	1	Not Applicable	R 6.06
7.14	Install TPH10AX	Ea	1	Not Applicable	R 5.20
7.15	Install TPH25AX	Ea	1	Not Applicable	R 6.06
7.16	Install TPH50AX	Ea	1	Not Applicable	R 6.06
7.17	Install BVX04ECV	Ea	1	Not Applicable	R 5.84
7.18	Install BVX04HCV	Ea	1	Not Applicable	R 5.84
7.19	Install BVX04KCV	M	1	Not Applicable	R 5.84
7.2	Install BVX12DCV	M	1	Not Applicable	R 6.94
7.21	Install BVX19DCV	M	1	Not Applicable	R 8.05
7.22	Terminate & Ferule BVX04ECV	Ea	1	Not Applicable	R 172.43
7.23	Terminate & Ferule BVX04HCV	Ea	1	Not Applicable	R 194.20
7.24	Terminate & Ferule BVX04KCV	Ea	1	Not Applicable	R 245.02
7.24	Terminate & Ferule BVX12DCV	Ea	1	Not Applicable	R 290.40
7.25	Terminate & Ferule BVX19DCV	Ea	1	Not Applicable	R 263.18
7.26	Terminate & Ferule telecontrol cable (RS485)	Ea	1	Not Applicable	R 366.63
7.27	Terminate & Ferule TPH10AX	Ea	1	Not Applicable	R 400.59
7.28	Terminate & Ferule TPH25AX	Ea	1	Not Applicable	R 366.63
7.29	Terminate & Ferule TPH50AX	Ea	1	Not Applicable	R 400.59
7.3	Disconnection and Removal of Redundant Cables	M	1	Not Applicable	R 4.97
7.31	Excavation ,Open & Close Trenches	M	1	Not Applicable	R 98.01
7.32	Cable racks	M	1	Not Applicable	R 137.95
7.33	Brackets	Ea	1	Not Applicable	R 98.00
7.34	Trays	Ea	1	Not Applicable	R 135.30
7.35	Cable Labels	Ea	1	Not Applicable	R 27.25
7.36	Panel/JB Labels	Ea	1	Not Applicable	R 27.25
7.37	Installation of CT& OTHER JBs	Ea	1	Not Applicable	R 1 255.68
7.38	Removal of JBs	Ea	1	Not Applicable	R 1 255.68
7.39	Removal of cables	M	1	Not Applicable	R 4.95
Subtotal carried to Summary				R	

Item No.	Description of the item	Unit	Qty	Rate	
				Suppl	
8	COMMISSIONING				
8.1	XTMXXXX TRANSFORMER PROTECTION SCHEME				
	LABOUR COSTS				
8.1.1	Work Preparation	Hrs	1	Not Applicable	R 412.99
8.1.2	Check if HV Yard and Panel equipment are as specified	Hrs	1	Not Applicable	R 459.40
8.1.3	Ring Out and Check All Equipment	Hrs	1	Not Applicable	R 422.28
8.1.4	Check control cabling	Hrs	1	Not Applicable	R 440.83
8.1.5	Test & check CTs and VTs	Hrs	1	Not Applicable	R 440.83
8.1.6	DC tests for all indications and alarms	Hrs	1	Not Applicable	R 440.83
8.1.7	Relay, scheme & equipment testing	Hrs	1	Not Applicable	R 500.79
8.1.8	Overall functional testing	Hrs	1	Not Applicable	R 500.79
8.1.9	Polarities	Hrs	1	Not Applicable	R 500.79
8.1.10	Primary Injections	Hrs	1	Not Applicable	R 500.79
8.1.11	Mark-up Drawings as built	Hrs	1	Not Applicable	R 500.79
8.1.12	Commissioning report	Hrs	1	Not Applicable	R 500.79
8.1.13	Commissioning with primary voltage & current	Hrs	1	Not Applicable	R 500.79
8.1.14	Specialised Transformer Tests				R -
8.1.15	Tan Delta - CTs	Ea	1	Not Applicable	R 506.06
8.1.16	Tan Delta - VTs	Ea	1	Not Applicable	R 506.06
8.1.17	Tan Delta - HV/LV Windings	Ea	1	Not Applicable	R 506.06
8.1.17	Tan Delta - HV/LV Bushings	Ea	1	Not Applicable	R 506.06
8.1.18	Diverter Continuity	Ea	1	Not Applicable	R 506.06
8.1.19	Transformer Turns Ratio (TTR)	Ea	1	Not Applicable	R 506.06
8.1.20	Megger/Insulation Tests on Transformer	Ea	1	Not Applicable	R 506.06
8.1.21	Open Circuit/Magnetising	Ea	1	Not Applicable	R 506.06
8.1.22	USE OF TEST EQUIPMENT				R -
8.1.23	5kV Insulation Tester	Hrs	1	Not Applicable	R 152.82
8.1.24	Transformer Test Equipment	Hrs	1	Not Applicable	R 21.16
8.1.25	CT Test Equipment	Hrs	1	Not Applicable	R 21.16
8.1.26	Secondary Injection Set - 6 Phase	Hrs	1	Not Applicable	R 293.88
8.1.27	Primary Injection set	Hrs	1	Not Applicable	R 235.11
8.2	XFZDXXXX HV FEEDER PROTECTION SCHEME				
8.2	LABOUR COSTS				
8.2.1	Work Preparation	Hrs	1	Not Applicable	R 450.11
8.2.2	Check if HV Yard and Panel equipment are as specified	Hrs	1	Not Applicable	R 450.11
8.2.3	Ring Out and Check All Equipment	Hrs	1	Not Applicable	R 450.11
8.2.4	Check control cabling	Hrs	1	Not Applicable	R 450.11
8.2.5	DC tests for all indications and alarms	Hrs	1	Not Applicable	R 450.11
8.2.6	Relay, scheme & equipment testing	Hrs	1	Not Applicable	R 450.11
8.2.7	Overall functional testing	Hrs	1	Not Applicable	R 450.11
8.2.8	Polarities	Hrs	1	Not Applicable	R 450.11
8.2.9	Primary Injections	Hrs	1	Not Applicable	R 450.11
8.2.10	Mark-up Drawings as built	Hrs	1	Not Applicable	R 511.33
8.2.11	Commissioning report	Hrs	1	Not Applicable	R 511.33
8.2.12	Commissioning with primary voltage & current	Hrs	1	Not Applicable	R 511.33
8.2.13	USE OF TEST EQUIPMENT				R -
8.2.14	5kV Insulation Tester	Hrs	1	Not Applicable	R 159.25
8.2.15	Secondary Injection Set - 6 Phase	Hrs	1	Not Applicable	R 306.26
8.2.16	Primary Injection set	Hrs	1	Not Applicable	R 245.01

8.3	XBZXXXX BUSBAR/BUSZONE PROTECTION SCHEME					
8.3	LABOUR COSTS					
8.3.1	Work Preparation	Hrs	1	Not Applicable	R	443.43
8.3.2	Check if HV Yard and Panel equipment are as specified	Hrs	1	Not Applicable	R	443.43
8.3.3	Ring Out and Check All Equipment	Hrs	1	Not Applicable	R	443.43
8.3.4	Check control cabling	Hrs	1	Not Applicable	R	443.43
8.3.5	DC tests for all indications and alarms	Hrs	1	Not Applicable	R	443.43
8.3.6	Relay, scheme & equipment testing	Hrs	1	Not Applicable	R	443.43
8.3.7	Overall functional testing	Hrs	1	Not Applicable	R	443.43
8.3.8	Polarities	Hrs	1	Not Applicable	R	443.43
8.3.9	Primary Injections	Hrs	1	Not Applicable	R	443.43
8.3.10	Mark-up Drawings as built	Hrs	1	Not Applicable	R	503.74
8.3.11	Commissioning report	Hrs	1	Not Applicable	R	503.74
8.3.12	Commissioning with primary voltage & current	Hrs	1	Not Applicable	R	503.74
					R	-
8.3.13	USE OF TEST EQUIPMENT				R	-
8.3.14	5kV Insulation Tester	Hrs	1	Not Applicable	R	153.73
8.3.15	Secondary Injection Set - 6 Phase	Hrs	1	Not Applicable	R	295.62
8.3.16	Primary Injection set	Hrs	1	Not Applicable	R	236.49
8.4	XRFXXXX MV FEEDER PROTECTION SCHEME					
8.4	LABOUR COSTS				R	-
8.4.1	Work Preparation	Hrs	1	Not Applicable	R	459.40
8.4.2	Check if HV Yard and Panel equipment are as specified	Hrs	1	Not Applicable	R	459.40
8.4.3	Ring Out and Check All Equipment	Hrs	1	Not Applicable	R	459.40
8.4.4	Check control cabling	Hrs	1	Not Applicable	R	459.40
8.4.5	DC tests for all indications and alarms	Hrs	1	Not Applicable	R	459.40
8.4.6	Relay, scheme & equipment testing	Hrs	1	Not Applicable	R	459.40
8.4.7	Overall functional testing	Hrs	1	Not Applicable	R	459.40
8.4.8	Polarities	Hrs	1	Not Applicable	R	459.40
8.4.9	Primary Injections	Hrs	1	Not Applicable	R	459.40
8.4.10	Mark-up Drawings as built	Hrs	1	Not Applicable	R	521.87
8.4.11	Commissioning report	Hrs	1	Not Applicable	R	521.87
8.4.12	Commissioning with primary voltage & current	Hrs	1	Not Applicable	R	521.87
8.4.13	USE OF TEST EQUIPMENT				R	-
8.4.14	5kV Insulation Tester	Hrs	1	Not Applicable	R	159.25
8.4.15	Secondary Injection Set - 6 Phase	Hrs	1	Not Applicable	R	306.26
8.4.16	Primary Injection set	Hrs	1	Not Applicable	R	245.01

8.5	Other Schemes e.g Bus Coupler/Capacitor etc (where Applicable)					
8.5	LABOUR COSTS				R	-
8.5.1	Work Preparation	Hrs	1	Not Applicable	R	445.47
8.5.2	Check if HV Yard and Panel equipment are as specified	Hrs	1	Not Applicable	R	445.47
8.5.3	Ring Out and Check All Equipment	Hrs	1	Not Applicable	R	445.47
8.5.4	Check control cabling	Hrs	1	Not Applicable	R	445.47
8.5.5	DC tests for all indications and alarms	Hrs	1	Not Applicable	R	445.47
8.5.6	Relay, scheme & equipment testing	Hrs	1	Not Applicable	R	445.47
8.5.7	Overall functional testing	Hrs	1	Not Applicable	R	445.47
8.5.8	Polarities	Hrs	1	Not Applicable	R	445.47
8.5.9	Primary Injections	Hrs	1	Not Applicable	R	445.47
8.5.10	Mark-up Drawings as built	Hrs	1	Not Applicable	R	506.06
8.5.11	Commissioning report	Hrs	1	Not Applicable	R	506.06
8.5.12	Commissioning with primary voltage & current	Hrs	1	Not Applicable	R	506.06
	USE OF TEST EQUIPMENT				R	-
8.5.13	5kV Insulation Tester	Hrs	1	Not Applicable	R	159.25
8.5.14	Secondary Injection Set - 6 Phase	Hrs	1	Not Applicable	R	306.26
8.5.15	Primary Injection set	Hrs	1	Not Applicable	R	245.01
					R	-
8.6	MV Busbar Arc protection schemes				R	-
8.6	LABOUR COSTS				R	-
8.6.1	Work Preparation	Hrs	1	Not Applicable	R	450.11
8.6.2	Check if MV Switchgear and Panel equipment are as specified	Hrs	1	Not Applicable	R	450.11
8.6.3	Ring Out and Check All Equipment	Hrs	1	Not Applicable	R	450.11
8.6.4	Check control cabling	Hrs	1	Not Applicable	R	450.11
8.6.5	DC tests for all indications and alarms	Hrs	1	Not Applicable	R	450.11
8.6.6	Relay, scheme & equipment testing	Hrs	1	Not Applicable	R	450.11
8.6.7	Overall functional testing	Hrs	1	Not Applicable	R	450.11
8.6.8	Polarities	Hrs	1	Not Applicable	R	445.47
8.6.9	Primary Injections	Hrs	1	Not Applicable	R	445.47
8.6.10	Mark-up Drawings as built	Hrs	1	Not Applicable	R	506.06
8.6.11	Commissioning report	Hrs	1	Not Applicable	R	506.06
8.6.12	Commissioning with primary voltage & current	Hrs	1	Not Applicable	R	506.06
8.6.13	USE OF TEST EQUIPMENT				R	-
8.6.14	5kV Insulation Tester	Hrs	1	Not Applicable	R	159.25
8.6.15	Secondary Injection Set - 6 Phase	Hrs	1	Not Applicable	R	306.26
8.6.16	Primary Injection set	Hrs	1	Not Applicable	R	245.01
					R	-
8.7	DC Commissioning Costs				R	-
8.7	BATTERY (Nicad), BATTERY CHARGERS AND AC/DC BOARD INSTALLATION & COMMISSIONING				R	-
8.7	LABOUR COSTS				R	-
8.7.1	Work Preparation Time	Hrs	1	Not Applicable	R	450.11
8.7.2	AC / DC Board	Hrs	1	Not Applicable	R	450.11
8.7.3	Installation	Hrs	1	Not Applicable	R	450.11
8.7.6	Back Up Charger	Hrs	1	Not Applicable	R	450.11
8.7.7	Battery commissioning	Hrs	1	Not Applicable	R	450.11
8.7.8	Charger commissioning	Hrs	1	Not Applicable	R	450.11
8.7.9	Drawings	Hrs	1	Not Applicable	R	450.11
8.7.10	Report.	Hrs	1	Not Applicable	R	450.11
8.7.11	Decommissioning	Hrs	1	Not Applicable	R	464.04

8.8	SCASS COMMISSIONING COSTS				R	-
8.8	INSTALLATION & COMMISSIONING D20 RTU / I-BOX				R	-
8.8	LABOUR COSTS				R	-
8.8.1	Work Preparation Time	Hrs	1	Not Applicable	R	459.40
8.8.2	Installation of antenna and coaxial cable	Hrs	1	Not Applicable	R	459.40
8.8.3	Glanding and lugging	Hrs	1	Not Applicable	R	459.40
8.8.4	Installation of radio / modem	Hrs	1	Not Applicable	R	459.40
8.8.5	Termination of cables	Hrs	1	Not Applicable	R	459.40
8.8.6	Installation and cabling of door alarm	Hrs	1	Not Applicable	R	521.87
8.8.7	Jumpering of alarms on the IDF	Hrs	1	Not Applicable	R	521.87
8.8.8	Testing of flyleads	Hrs	1	Not Applicable	R	521.87
8.8.9	Creating of database	Hrs	1	Not Applicable	R	521.87
8.8.10	Pre-commissioning of D20 RTU	Hrs	1	Not Applicable	R	521.87
8.8.11	Testing of comms with SMART	Hrs	1	Not Applicable	R	521.87
8.8.12	Commissioning of D20 RTU	Hrs	1	Not Applicable	R	521.87
8.8.13	Commissioning of controls/alarms (1 feeder/NB)	Hrs	1	Not Applicable	R	521.87
8.8.14	Commissioning of controls/alarms (1 transformer)	Hrs	1	Not Applicable	R	521.87
8.8.15	Decommissioning of RTU (MRTU/Intrac)	Hrs	1	Not Applicable	R	521.87
8.8.16	Aligning radio and supplying test sheets	Hrs	1	Not Applicable	R	521.87
8.8.17	Records updating (CD and hard copy)	Hrs	1	Not Applicable	R	521.87
8.8.18	Filling (signed hand-over certificate, records, test sheets, commissioning sheets, list of defects, e.g. faulty batteries, etc.)	Hrs	1	Not Applicable	R	521.87
8.9	METERING & MEASUREMENTS COMMISSIONING COSTS				R	-
8.9	LABOUR COSTS				R	-
8.9.1	Work Preparation Time	Hrs	1	Not Applicable	R	459.40
8.9.2	Check if yard and panel equipment are as specified.	Hrs	1	Not Applicable	R	459.40
8.9.3	Ring out and check all equipment.	Hrs	1	Not Applicable	R	459.40
8.9.4	Check cabling.	Hrs	1	Not Applicable	R	459.40
8.9.5	Test and check CT's and VT's.	Hrs	1	Not Applicable	R	459.40
8.9.6	Modem and antenna.	Hrs	1	Not Applicable	R	521.87
8.9.7	MV 90 commissioning	Hrs	1	Not Applicable	R	521.87
8.9.8	Meters	Hrs	1	Not Applicable	R	521.87
8.9.9	Drawings	Hrs	1	Not Applicable	R	521.87
8.9.10	Report	Hrs	1	Not Applicable	R	521.87
8.9.11	Commissioning with primary voltage and current.	Hrs	1	Not Applicable	R	521.87
8.9.12	Decommissioning	Hrs	1	Not Applicable	R	521.87
8.9.13	Additional wiring	Hrs	1	Not Applicable	R	521.87
8.9.14	Insulation test all cables	Hrs	1	Not Applicable	R	521.87
8.9.15	Primary injections - test and check VT's and CT's	Hrs	1	Not Applicable	R	521.87
8.9.16	Configure and calibration of meters and transducers	Hrs	1	Not Applicable	R	521.87
8.9.17	Installation of meters and transducers	Hrs	1	Not Applicable	R	521.87
8.9.18	Secondary injections	Hrs	1	Not Applicable	R	521.87
8.9.19	Drawings.	Hrs	1	Not Applicable	R	521.87
8.9.20	Report.	Hrs	1	Not Applicable	R	521.87
8.9.21	Commissioning with primary voltage and current.	Hrs	1	Not Applicable	R	521.87
8.9.22	Decommissioning	Hrs	1	Not Applicable	R	521.87
8.9.23	Test equipment - Insulation Tester	Hrs	1	Not Applicable	R	521.87
8.9.24	Test Equipment - Secondary Injection Set	Hrs	1	Not Applicable	R	521.87
8.9.25	Test Equipment - Primary Injection Set	Hrs	1	Not Applicable	R	521.87
8.10	GENERAL AND CONTINGENCY MATERIAL & LABOUR COSTS					
8.11	Foam to fill control room holes	m2	1		R	267.15
Subtotal carried to Summary					R	

Item No.	Description of the item	Unit	Qty	Rate	
				Suppl	Inst
9	TRANSPORT				
9.1	Transport of New Equipment	km	1	Not Applicable	R 19.85
9.2	Removal of all redudant secondary material	km	1	Not Applicable	R 19.85
9.3	Contingency travel - as agreed with designer or PC (LDV)	km	1	Not Applicable	R 6.87
Subtotal carried to Summary					R

Item No.	Description of the item	Unit	Qty	Proposed Rate
10.1	Cable labels (Aluminium numbers)	ea	1	R54.91
11.1	Panel labels	ea	1	R274.53
12.1	Tbrackets	ea	1	R137.26
13.1	WM50 50mm x 3m W/MESH 50/50 HEX GALV	ea	1	R702.79
14.1	WM50 100mm x 3m W/MESH 50/50 HEX GALV	ea	1	R713.77
15.1	M8 Hold down clamp solid 2mm PG	ea	1	R14.28
16.1	Wire mesh splice clamp set	ea	1	R18.12
17.1	CS 1 M12 SPRING NUT LONG GALV	ea	1	R15.37
18.1	M12 X30 HEX Set Screws Galv	ea	1	R9.94
19.1	CS1000 5M Channel Pre Galv	ea	1	R1 735.01
20.1	CS254 STAGG 650MM C/LEVER ARM HDG	ea	1	R603.96
21.1	WM75 600MM H/DUTY W/MESH HOR BEND	ea	1	R2 745.27
22.1	M10X75MM RAWL BOLTS	ea	1	R26.35
23.1	M8X40 HEX SET SCREWS GALV	ea	1	R4.78
24.1	CS76 800MM X 3M LADDERRACK HDG	ea	1	R4 063.00
25.1	CL76 L/RACK SPLICE SET HDG	ea	1	R175.70
26.1	WM75 600MM X 3M W/MESH 100/50 HEX GALV	ea	1	R2 745.27
27.1	GS75 600MM H/DUTY HOR BEND 100/50 HXG	ea	1	R2 745.27
28.1	CS 1 M10 SPRING NUT LONG GALV	ea	1	R15.37
29.1	CS254 STAGG 650MM C/LEVER ARM HDG	ea	1	R603.96
30.1	Marker Helagrip 2.0 - 5.0mm Yellow Marker Kit A - Z (500 units of each letter)	ea	1	R1 870.10
31.1	Marker Helagrip 2.0 - 5.0mm Yellow Marker Kit 0 - 9 (500 units of each number)	ea	1	R719.47
32.1	Terminal Preinsulated Yellow Lip Blade 4.6w	pkt	1	R540.84
33.1	Terminal Preinsulated Blue Lip Blade 4.6	pkt	1	R330.11
34.1	Terminal Preinsulated Yellow Ring 6.0mm	pkt	1	R597.14
35.1	Terminal Preinsulated Blue Ring 6.0mm	pkt	1	R379.10
36.1	Control Plant labels (smaller)			
37.1	185x93mm	ea	1	R301.98
38.1	197x93mm	ea	1	R301.98
39.1	80x93mm	ea	1	R301.98
40.1	67x12mm	ea	1	R71.38
41.1	119x93mm	ea	1	R301.98
42.1	350x36mm	ea	1	R274.53
43.1	50x12mm	ea	1	R60.40
44.1	155x93mm	ea	1	R301.98
44.2	GP Wire 16mm	m	1	R42.20
44.3	Other (as per invoice amount)	Item	1	R0.00

C3: Scope of Work

C3.1 Works Information

In general, the scope of work covered by this contract includes:

Provide a control plant service regarding protection, metering, telecontrol, direct current & Telecommunications during the process of new customer projects, refurbishment and strengthening projects as well as for control plant support during emergencies and outages.

Protection, Metering, Telecontrol, Direct Current & Telecommunications Deliverables-

- Provide Construction and commissioning (Protection, Metering, Telecontrol, Direct Current & Telecommunications)
- Interpretation of drawings and layouts
- Protection interface between Power & Control plant
- Protection scheme applications: Switchgear; Transformer; feeders; Bus zone; Cap Banks; Bus Couplers/Sections; U/F load shedding schemes.

Draughting Deliverables

- Mark drawings on site and provide 2 sets of "as built" drawings

Special Request

In addition to the contractor required to purchase miscellaneous materials, the contractor might be requested to purchase control plant material and related that Eskom might not have at the time. The materials will be purchased as technically specified in the control plant design/s provided by NED, using technical criteria and/or technical evaluation provided by SI and/or NED.

Note:

- In the event that Eskom cannot supply material, successful supplier will be required to do so. Three quotations will be required whereby the lowest will be used and a 10 % handling fee will be added to the material cost.
- Where work or scope has been identifies that could not have been foreseen in the design, suppliers will be remunerated as follows:
Approved invoice for material + 30% for Labour + 10 % for handling fee.

Employer's objectives and purpose of the works

No work may commence on a project unless the Contractor Safety File has been approved by Eskom, the 37(2) agreement has been signed and Site Access has been granted to the allocated Contractor.

It is expected from the Contractor to do the whole of the work as per timeframe set in the agreed Task Order.

The Contractor will be responsible for the collection and transporting of all necessary material from any and/or all Eskom warehouses and delivery of the material to site as well as return any material to Eskom stores from the site upon instruction from the Project Manager. Minimum recommended working hours to be observed site are from 07h30 to 16h00.

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

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

The Contractor is to ensure that all Site Managers are competent and trained in the use of the **NEC3 Engineering Construction and Short Contract (ECSC)** and are fully conversant and familiar with the usage and procedures thereof. Adherence to the terms and conditions of the ECSC are essential and a requirement of all Contractor Site Managers dedicated to each project as per the Construction Regulations.

Payment Assessments will only be done for work done to date. All work is re-measurable and will be paid accordingly.

Interpretation and terminology

1.3.1 Abbreviations

The following abbreviations are used in the Works Information:

Abbreviation	Description
LOU	Limpopo Operating Unit
TBA	To be announced
PM	Project Manager
QS	Quantity Surveyor
BBBEE	Broad Based Black Economic Empowerment
PPPFA	Procurement Preferential Policy Framework Act

2. Drawings

Drawing number	Revision	Title
As per task order		

3. Specifications

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

No	UNIQUE IDENTIFIER	REVISION	DOCUMENT TITLE
1	32 - 727	0	SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ) POLICY 32-727  32-727 Feb 2014.pdf
2	32 - 136	0	CONSTRUCTION SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT  2_Construction Safety Health and En
3	32-524	0	DEVELOPING A SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATION  3_Developing a Safety, Health and En
4	34 - 333	1	HEALTH AND SAFETY REQUIREMENTS TO BE MET BY PRINCIPAL CONTRACTORS EMPLOYED BY ESKOM DISTRIBUTION 34-333  4_Health and Safety Requirements to be n
5	ESKOM LIFE SAVING RULES	1	ESKOM LIFE SAVING RULES 240-62196227  Eskom life-saving rules.pdf
6	CONSTRUCTION REG 3		NOTIFICATION OF CONSTRUCTION WORK TO DEPARTMENT OF LABOUR  6_Notification of Construction Work to
7	CONSTRUCTION REG 4 & 5		APPOINTMENT LETTERS FOR CLIENT REPRESENTATIVE, PRINCIPAL CONTRACTOR & CONTRACTOR  7_Appointment letters for Client repr
8 & 9	OHS ACT	1	WRITTEN AGREEMENT ON OHS ACT SECTION 37(2) & STANDARD CLAUSE   37 2 Jan 2014.doc Section 37 (2) Agreement.docx
10, 11 & 12	34 - 1063	0	EXPANDED PUBLIC WORKS REPORT 34-1063.    10_34-1063 EPWP Works Instruction.pdf 11_EPWP Guidelines Second edition 2005. Eskom EPWP report template rev 7.xlsx

13	<u>DST 34-961</u>	0	LEGAL APPOINTMENTS AND AUTHORIZATIONS  13_Legal Appointments and Au
14	TPC 41-55		TRANSPORTING PERSONS ON BACK OF VEHICLES  14_Transporting of Passengers on the ba
15	LTIR	MASTER	LOST TIME INJURY REPORT  LTIR Master.xls
16	Contractor Performance Evaluation	MASTER	 Single Evaluator Template for Contrac
17	Supplier Contract Quality Requirements	MASTER	 QM-58 Supplier Contract Quality Reqi
18	Hard Hat Specifications OHS 01/12/	MASTER	 OHS 01 12 Hard Hat Specifications.pdf
19	Identifying, Analysing, Documenting and Observing Tasks according to Criticality.	REV 1	 DPC_34-380.pdf
20	Health & Safety Representatives inspection reports and guidelines	REV 1	 DPC_34-228Health_Safety_REp.pdf
21	Work at Heights Procedure	REV 1	 32-418 Work at Height Procedure.pdf
22	SHE Requirements for the Eskom Commercial Process	REV 1	 32-726 SHE Requirements for the
23	Vehicle Safety	REV 0	 Vehicle Safety 32 345.pdf

24	32-95 Environmental Occupational Health and Safety Incident Management Procedure	REV 5	 32-95 Environmental Occupational Health a
25	.Risk Audit System Template	REV 0	 Audit Input Form Contractor RM 29 Sep

The contractor is to supply confirmation of access to the Eskom Web in order to access standards, procedures and bulletins. The contractor must supply his access number

access number.....

for further details please contact, Johan Scholtz Tel: (011) 629 5624 Fax :086 662 9438 email: scholtjf@eskom.co.za

Acknowledgement by Contractor

I/WE, DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS **C3** OF THIS CONTRACT.

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

SIGNED AT: ON THE DAY OF20.....

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

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

4.1 Environmental Requirements

4.1.1: Legislation

The contractor shall adhere to all requirements of, but not limited to the following legislation during the period of this contract:

- National Forests Act 84 of 1998, Provincial Legislation – Protected Trees.
- Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947 – Pest Controllers, Herbicides Applicators.
- Occupational Health and Safety Act 85 of 1993, Machinery Regulations 2006 – Clearances to Power Lines
- Forest Act 122 of 1984 Section 15 - Nature Reserves and Wilderness Areas
- Limpopo Environmental Management Act No. 7 of 2003 – Protected Trees (If applicable)
- The National Environmental Management Act (Act 107 of 1998).
- The National Environmental Management: Waste Act 59 of 2008
- Conservation of Agricultural Resources Act
- National Environmental Management : Air Quality Act
- National Environmental Management : Biodiversity Act
- The Hazardous Substance Act (Act 15 of 1973)1
- The National Water Act (Act 36 of 1998)
- The National Road Traffic Act (Act 93 of 1996)

4.1.2 Environmental Management Plan

No project must take place without the Environmental Management Plan (EMP) acquired from the LD-Environmental Section of the Limpopo Operating Unit. Project Managers must ensure contractors have received this document prior to conducting any project activities. In cases where EMP and relevant authorisations / or permits are not applicable, a signed off letter stipulating this condition must be given to the contractor from the LD-Environmental Section. The Environmental Manager and or Supervisor / Advisor must have signed off this letter.

4.1.3 Environmental Management System (EMS) Manual / File

All contractors / suppliers conducting maintenance work and construction work in the Limpopo Operating Unit must possess the EMS Manual / File containing all environmental documents and records relevant to the project (As per Annexure A 'Environmental tender specification and requirements")

4.1.4 Environmental Liabilities

All environmental legal Liabilities and claims arising from the negligent activities of the Contractor shall be for the Contractors expense

4.2 Quality Assurance Requirements

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

4.2.1 *Contractor* and *Subcontractor* Quality Management System Requirements

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

- Such formal system shall consist of the appropriate documentations such as work procedures, work instructions, method statements, work flow documentation etc. as the case may be. This requirement constitutes the most basic Quality Management System requirements.
- Unless specifically excluded in the Quality Assessment Criteria, as per the Level of Quality Requirements (Level 1, 2, 3 or 4). The *Contractor* shall have a fully documented, implemented and maintained Quality Management System that complies with ISO-9001 standard. In the event that the *Contractor* invariably requires the assistance of some *Subcontractor* in order to realise its own supply obligations. The aforementioned requirement applies equally in all cases where any such *Subcontractor's* scope of responsibility includes the provision of any of the following activities viz. Design & Development, Manufacturing, Testing, Storage, Delivery, Installation, Commissioning, and Project Management.
- Unless specifically excluded in Quality Assessment Criteria, such Quality Management System shall carry valid ISO-9001 certification from an accredited certification body, as indicated in the applicable Eskom invitation (This requirement applies equally to both the *Contractor* and any/all manufacturing third party organizations mentioned above).
- Eskom reserves the right to request and perform necessary assessments at *Subcontractor* facilities.
- The *Contractor* shall be responsible for defining the specific quality control elements applicable to the respective *Subcontractor's* scope of work/supply, and ensure that their *Subcontractor(s)* quality programmes support Eskom requirements.
- The *Contractor* shall inform Eskom of any proposed changes to the Quality Management System or staff that will affect the Quality System prior to implementation of these changes.

4.2.2 Quality Plan

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

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

4.2.3 Contract Quality Plan

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

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

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

Quality Control Plan

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

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

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

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

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

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

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

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

For QM58 Category 2 requirements, for suppliers implementing QMS for the first time - Internal Audit report need to be available 12 months after implementation of the QMS, the Internal Audit report to indicate the company audit schedule; audit notification letter; audit plan; audit report with Non-conformances; and action plans for corrective Actions;; audit plan; audit report with Non-conformances; and action plans for corrective Actions;

Appointed Quality Management representative need to provide proof of QM training for Quality Management Representative within 12 months of the contract award;

4.3 Access to the site

- The Employer will provide the Contractor with an Access Certificate to formally provide access to the site and works implementation.
- The Contractor shall ensure that he is familiar with conditions of access roads and sites as well as subsurface conditions prior to tendering and to include this in his pricing.

4.4 Interaction with Customers / Parties affected

- The Contractor shall be responsible for negotiation with customers with regard to use of access routes on farms etc.
- The Contractor will be responsible for negotiation with land or business owners and / or the Local Authority with regard to the works.
- The Contractor will be responsible for external disputes which may occur with regard to the works.
- The Contractor is required to make all the necessary arrangements with the Local Authorities for road crossing structures and removal thereof, eg. Removal of pavements, thrust boring under roads, way leaves, etc.

4.5 Carrying out the works

- The Scope of "Works" is an extension of the drawings, specifications and bills of quantities listed. The Contractor shall notify the Employer of any discrepancies before commencement of the works
- The onus is on the Contractor to obtain the latest revision of standards applicable.
- The Contractor is required to supply all material, labour, plant, equipment, loose tools, consumables and transport for the duration and completion of the project unless alternatively requested in the "Services Supplied".
- Contractor to provide summary of all costs for the execution of the works of the complete project.
- The Contractor must immediately notify the Employer in writing of scope and site variations.
- The Contractor will report all obstacles on site that could impact negatively on time and cost in writing to the Employer.
- Contractor to clear and de-establish total site on completion of proposed works.

- Contractor is required to clear and cart away rubble and surplus works

4.6 Payment

- The Contractor will submit his claim as per the NEC Payment Certificate format as attached to this contract with supporting Bill of Quantities on the assessment day. The Contract Number must be clearly visible on the NEC Payment Certificate.
- The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed by the Employer to the Contractor.
- On acceptance of the Payment Certificate by the Employer the Contractor submits his invoice as agreed upon with the Employer. Payment will take place as per the NEC3 Conditions of Contract.

4.7 Performance Management

- The Contractor's Performance will be assessed in accordance with a Performance Appraisal Process.

4.8 Health and Safety Management

The Employer's safety officer may at any time enter the premises or site to carry out safety inspections. The safety officer will notify the Contractor or his duly appointed representative of any safety hazards that he may find.

The Contractor is required to comply with the Construction Regulations and the Health and Safety Specification included in this document. An item has been included in the Schedule of Rates to cover this work.

SCSPVABF3 - Occupational Health & Safety Requirements to be met by Contractors and Sub Contractors Employed by Eskom

34-333- Occupational Health & Safety Requirements to be met by Principal Contractors Employed by Eskom Distribution

32-594 - Safety, Health and Environmental (SHE) Policy

DISADABQ9 - Access to Farms

SCSPVABM9 - Co-ordination of Safety on Capital Projects

SCSASAAW8 - Standards Applicable to Contractors Working in Close Proximity to Live Apparatus

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, Subcontractors and mandatories 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 "Safety, Health and Environmental Requirements 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, Subcontractors and mandatories 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 ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees.

The Employer, or any person appointed by the Employer, may, at any stage during the currency 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, Subcontractor 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;
- issues 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 Project Manager.

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, Subcontractors or mandatories 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 Subcontractors, 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, Subcontractors and/or mandatories to comply with their obligations in terms of this clause 18, and/or the failure of the Employer to procure the compliance by the Contractor, its employees, agents, Subcontractors and/or mandatories with their responsibilities and/or obligations in terms of or arising from the OHSA.

4.9 Health and Safety Plan:

It is mandatory for the Principal Contractor to submit a Health & Safety Plan to the Employer (client). The Employer will discuss and negotiate with the Principal Contractor the contents of the Health & Safety Plan contemplated in 5(1) of the Construction Regulations and thereafter finally approve the Health & Safety Plan for implementation.

The Principal Contractor must forward their Health & Safety Plan to the Employer's Representative (Programme / Project Manager) within two weeks of contract award or as soon as practically possible after contract award. No work to commence without the prior approval of the Health & Safety Plan.

Any changes to the Contractor's submitted Health & Safety Plan will not result in a compensation event or changes to the contract value.

Typically, the following identified risks could endanger the work as done by the Contractor. The Contractor should identify mitigation actions for these risks, as well as identify any additional risks and submit at tender stage:

TYPICAL RISK	Yes/No
LIVE UNDERGROUND CABLES	
WORK IN LIVE CHAMBERS/RESTRICTED AREAS	
LIVE OVERHEAD CONDUCTORS/CROSSINGS	
CLOSE PROXIMITY WORK TO LIVE EQUIPMENT	
WORK IN ELEVATED POSITIONS/ON LADDERS/FROM CRANE BUCKETS	
OPERATING OF CRANES/VEHICLE MOUNTED	
STATIC ELECTRICITY/INDUCTION , STEP POTENTIAL ETC	
WORK WITH CHAINSAWS/MECHANICAL CUTTERS	
MATERIALS HANDLING/ HEAVY EQUIPMENT HANDLING	
CONDUCTOR STRINGING AND TENSIONING	
VEHICLE RISKS	
WORK IN OPEN TRENCHES/EXCAVATIONS	
BIOLOGICAL/HEALTH RISKS (CAMPS)	
WEATHER RELATED RISKS (UV, HEAT, COLD)	
ENVIRONMENTAL RISKS	
ERGONOMIC RISKS (BODY POSITION, FATIGUE)	
WORK ON/DISMANTLING OF RUSTED & ROTTEN POLES AND STRUCTURES	
FIRE RISKS	
PUBLIC SAFETY RISKS	

4.10 Construction Safety

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

4.11 Compensation for Occupational Injury and Diseases Act

- The Contractor shall submit with his tender proof of adherence to the above act.

4.12 General Environmental Management Requirements

- The Contractor shall receive an Environmental Management Plan –EMP (normally as part of the DESD) and must adhere to all its requirements.
- Contractor to provide toilet facilities, water and electricity.
- All environmental legal Liabilities and claims arising from the negligent activities of the Contractor shall be for the Contractors expense.
- The Contractor shall have an understanding of Eskom's basic environmental principles and commitments (covered during Eskom Environmental Law Course)

4.13 Vegetation Management:

The supplier shall ensure:

- That all indigenous and protected trees (in terms of national and provincial legislation) are not cut, trimmed or disturbed without a permit obtained from the relevant authorities (acquired from Eskom Environmental Management Section).
- That permits be available on site where such trees are cut.
- That the owner is consulted, and his/her consent being obtained, prior to the cutting of any trees.

4.14 Waste Disposal

The supplier shall ensure:

- That waste is disposed of on a permitted / legal waste site, for the applicable waste type, in terms of the Environment Conservation Act, 73 of 1989 and the National Environmental Waste Management Act (Act 59 of 2008).
- That a disposal certificate (waste manifest) is obtained, if hazardous waste was disposed-of.
- That where appropriate, waste is recycled or re-used.

4.15 General

- Except for site management and specialised labour such as operators for plant and equipment, the Contractor is encouraged to use "local" labour on a temporary basis for all manual tasks.
- The Contractor will attend all site meetings as arranged by the Employer
- All Construction work shall be carried out in accordance with all the statutory requirements applicable to the area, Eskom's specifications, standards and regulations
- The Contractor will be given access to the proposed site and the Contractor must comply with Eskom's national, Provincial and local environmental policies and laws.
- The onus is on the Contractor to obtain the latest revision of standards applicable.
- The Employer reserves the right to alter the scope of the works and programme.
- The Employer reserves the right to remove certain sections from the detailed scope of works as described in this contract

4.15 Supplying cleaning material

The supplier shall ensure:

- That products sold to Eskom is not in contravention of any international or national environmental treaty, agreement or environmental legislation.
- That products sold to Eskom are biodegradable,
- That material data sheets are provided for all products as well as an assurance letter providing assurance in terms of above two bullets.
- That a service be provided for the re-use or safe disposal of hazardous substances

4.16 Emergency work

The supplier shall ensure:

- That all environmental risks associated with the activity be assessed and documented prior to the execution of the activity.
- Identified environmental risks must be avoided and where it cannot be avoided, be remediated to the satisfaction of Eskom, the landowner, or any relevant Government authority.
- That all environmental incidents and complaints are reported to the project manager within 24 hours.

4.17 Weather Data

No weather data are included in this specifications and the contractor is referred to the Weather Bureau, Department of transport, Private Bag X097, Pretoria 0001.

The contract places the responsibility on the contractor to foresee inclement weather. The contractor shall take into account large variations in the weather patterns. No extension of time will be granted for delays arising out of normal weather conditions

Where the abnormal, unfavourable weather conditions are experienced, an extension of the contract period may be considered by the Employer, as stated in the conditions of contract. No claim for additional Preliminary and General or escalation of the contract price for the extended period will be granted.

4.18 Title to site materials

The Contractor ensures that during the period of procurement and installation, all materials and part of the plant are suitably stored on site in such a manner as to prevent damage by weather, fire, manhandling, corrosion, theft and any other peril. The cost of providing necessary protection, storing, handling and security is borne by the Contractor for the duration of this contract. The Contractor returns all un-used spares to the Employer store.

4.19 Meetings

Regular meetings to be held such as safety and planning meetings, early warning and compensation event meetings every second week

4.20 Use of standard forms

Contracting parties must use NEC3 standard forms available in the Eskom Intranet for the administration of the contract

4.21 Invoicing and payment

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

The Contractor includes the following information on each tax invoice:

- Name and address of the Contractor
- The contract number and title;
- 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;

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 Price List for work which he has completed.

4.22 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the Employer may require the Contractor to keep records of amounts paid by him for people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor and Equipment. A site diary will be required.

4.23 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

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 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.

4.24 Community Involvement

Generally

In all Eskom activities (electrification, customer service, etc.) Eskom involves the community, be it for prioritizing, identifying projects, advice or information.

Contractor must follow the established Eskom methods and channels

Contractor must organise all community meetings in respect of the Project.

This community involvement system must be understood and accepted by the Contractor.

In any activity whatsoever the community by way of its structures (Village representatives, local and district electrification committees) should be notified and involved.

4.25 Implementation of Eskom policy

The following aspects of Eskom's intentions regarding community oriented projects

- Promotion of community participation
- Retention directly and indirectly of a significant portion of capital expenditure within the community
- Development of local entrepreneurs (Contractors)
- Transfer of administrative, managerial and commercial skills

4.26 BBBEE and preferencing scheme

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

4.27 Facilities to be provided by the Contractor

N/A

4.28 Title to material from excavation and demolition

N/A

4.29 Design by the Contractor

N/A

4.30 Requirements for the programme

If required the program will be submitted on or as part of “works order”

•The program for the work must be submitted to the Employers Representative for acceptance two weeks before the commencement of the project. Any variance to the contract should be communicated to the Employer Representative before commencing with the task.

- The required program submitted for acceptance should include the following data:
- The outage schedule to be approved by relevant stakeholders prior to project execution
- The starting date
- Possession dates
- The completion date
- For each operation, a method statement which identifies the services and other resources which the

4.31 Contractor plan to use

•The key dates for the Employer to provide “services and other resources

•Completion

The works are to be completed in according to specifications in all respects and ready for take – over by the Employer

5. Procurement

People

5.1.1 Minimum requirements of people employed on the Site

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

5.1.2 BBBEE and Preferencing Scheme

Eskom prefers to contract with suppliers that are Level 1 – 4 contributors to B-BBEE, thus:

Suppliers that are Level 1 to 4 contributors shall maintain or improve upon the B-BBEE contributor level for the duration of the contract. Suppliers that do not meet the Eskom B-BBEE contributor level preference will be required to migrate to B-BBEE level 1 to 4 as a condition of the contract.

5.1.3 Supplier Development and Localisation

The tenderer is required to complete this undertaking and to submit the completed form as a tender returnable to Eskom. Should the tenderer not meet Eskom’s requirements, it will not be grounds for disqualification. Eskom reserves the right to negotiate with the tenderer on Eskom’s requirements and the outcome of the negotiations will be a contractual obligation. If no negotiations are required, then the tenderer’s SD&L undertaking will be a contractual condition.

The Supplier Development and Localisation objectives below will apply.

Tenderers who complete and submit the undertaking as required, but who do not meet Eskom’s targets, will not be disqualified. SD&L undertakings do not form part of scoring but commitments will form part of contractual obligations

Enterprise Development

Not applicable.

Job Opportunities

Tenderer to indicate number of jobs to be created and/or retained from this contract

Jobs to be created	Jobs to be retained

Unskilled labourers to be sourced local to site (areas around site) should be prioritized for employment.

Skills Development

Tenderers are required to propose against the following training initiatives;

Category	Tenderer Proposal
Electrical Artisan	
Electrical Technician in Training	
Total	

Other Initiatives

Not applicable.

An SD&L Compliance Matrix for the development of skills and/or the promotion of localised content applicable to the scope of work shall be provided. Regular reporting on a monthly basis must be done and handed to the project manager to report on progress of compliance to the targets agreed upon at contract stage. This report must be handed over to the Project Manager on a monthly basis when submitting the assessment claim for payment.

5.1.4 Expanded Public Work Programme (EPWP)

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

5.1.5 Lost Time Injury Report (LTIR)

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

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

Item	Date by which it will be provided

7. Life Saving Rules

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any CARDINAL safety rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation.

The five Eskom Life Saving Rules are as follows:

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

ACCEPTANCE NOTE

I/WE..... HEREBY ACCEPT/REJECT THE ABOVE TERM FOR NOT BREACHING OF CARDINAL SAFETY RULES.

SIGNED BY:

DATE: / /

C4: Site Information

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

1. Access limitations

As per Task Order

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

As per Task Order

3. Hidden and other services within the *site*

As per Task Order

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

As per Task Order

Guidelines for Compiling an Environmental Policy

Environmental policy

The environmental policy is the driver for implementing and improving the organization's environmental management system so that it can maintain and potentially improve its environmental performance. The policy should therefore reflect the commitment of top management to comply with applicable laws and to demonstrate continual improvement. The policy forms the basis upon which the organization sets its objectives and targets. The policy should be sufficiently clear to be capable of being understood by internal and external interested parties and should be periodically reviewed and revised to reflect changing conditions and information.

Top management shall define the organization's environmental policy and ensure that it:

Top management includes people on site, at head office, or any member of a controlling group designated to be management of the organization.

A site or an operating unit does not need to document its formal adoption of a corporate environmental policy if the corporate policy, as defined by its scope, applies to the site or operating unit. In addition, the corporate policy will need to be adequately specific to the site or operating unit.

If the site or corporate policy is modified to suit the site or operating unit, then these changes must be documented.

4.2a) is appropriate to the nature, scale and environmental impacts of its activities, products or services;

for example, an organization involved in activities with a high environmental risk (for example, scheduled processes) would be expected to provide more specific undertakings in its environmental policy than an organization involved in low risk activities. The environmental policy should also address the different types of environmental impacts of the organization's activities, products or services.

This does not imply that all environmental impacts be addressed in the policy but that the framework of the policy covers all significant impacts (see 4.2 d).

4.2b) includes a commitment to continual improvement and prevention of pollution;

The words "continual improvement" and "pollution prevention" do not need to be explicitly mentioned as long as similar words are used or there are clear statements in the policy that directly address pollution reduction (for example, waste minimization, source reduction and cleaner technologies) and continual improvement. Pollution prevention is more than just pollution control and requires preventive measures, instead of only control.

4.2c) includes a commitment to comply with relevant environmental legislation and regulations,

Compliance with all relevant legislated and other requirements (National, provincial and local) is a minimum requirement for certification.

Exceptions to this are where:

- a) *The authorities have been informed of the non-compliance in writing;*
- b) *A corrective action programme is in place;*
- c) *Evidence is available that the authorities have accepted the corrective action programme;*
- d) *Evidence is available that the corrective action programme is being implemented.*

Where a permit for a process of the organization has expired and the organization can provide evidence of due diligence, for example, records of telephone calls, faxes to the regulator or minutes of meetings with the regulator showing that they are in the process of applying for new permits.

The word comply does not need to be explicitly mentioned in the environmental policy, as long as there are similar words (for example, adhere to, in accordance with) clearly communicating commitment to compliance with legislation and regulations.

4.2c) and with other requirements to which the organization subscribes;

The “*other requirements*” may include:

- a) Industry initiatives, non-regulatory guidelines or codes of practice such as Responsible Care or more general environmental initiatives such as the business Charter for Sustainable Development to the extent that the organization has formally adopted them;
- b) Agreements with public authorities;
- c) Formal management systems such as SABS ISO 9001/2, NOSA and ISRS; and
- d) Corporate or Head office requirements.

If an organization subscribes to other requirements (as in 4.2(c) a) and b) above in their environmental policy then:

- 1) The certification body will verify compliance with these requirements;
- 2) Compliance with those requirements will not be included in the scope of the certificate; and
- 3) Non-compliance with these requirements could provide grounds for not granting certification.

If an organization subscribes to other requirements (as in 4.2(c) c) above then the certification body will only verify compliance with the SABS ISO 14001 requirements and not to those other formal management systems. (An exception to this is where the organization requests a combined SABS ISO 14001 and SABS ISO 9000 certification assessment/audit).

4.2d) provides the framework for setting and reviewing environmental objectives and targets;

The policy should be sufficiently detailed to provide a yardstick against which the organization’s environmental performance can be evaluated.

The policy wording must be specific enough so that specific objectives and targets can be formulated from it by the organization in order to implement the policy.

4.2e) is documented, implemented and maintained ...

The policy can be documented in any form (i.e. paper or electronic).

All the requirements of SABS ISO 14001 shall be addressed and an organization cannot elect to omit any of these requirements from its environmental management system.

Policies tend to set long-term goals.

The policy should be periodically reviewed and revised in response to new information and changing circumstances.

The policy must be reviewed periodically – at least annually.

It is not expected that the policy be reissued annually. A well-developed policy can effectively drive the organization’s environmental management system for several years.

4.2f) ... and communicated to all employees;

Communication involves both the transmission and the understanding of the policy.

Communication mechanisms can include posting the policy in common areas, distributing it by memo, and reviewing it at staff or “toolbox talks” meetings.

A person’s level of knowledge of the policy should be proportional to his/her level of responsibility in the environmental management system i.e. senior staff responsible for ensuring implementation need a greater knowledge of the policy than personnel at shop-floor level. In the South African context, unskilled, illiterate workers cannot be expected to have in-depth knowledge of the contents of the environmental policy, however all employees are expected to have an idea of the concepts of the environment, why it is important to protect the environment, and of their role in achieving this (see also 4.4.2).

4.2g) is available to the public

The policy must be available to any interested party on request.

The words “is available” do not necessarily mean that the organization has to pro-actively distribute the policy to the public. The organization should however make the public aware of the fact that the policy is available.

A mechanism should be in place to have the policy available to the public.

4.2.1 Key component of the policy

The policy provides an environmental purpose and set of values for the organization to follow.

The policy should:

- a) Be relevant and straightforward;
- b) Relay that protection of the environment is a top priority of the organization;
- c) Show commitment to continued improvement of environmental performance and compliance with the laws and regulations;
- d) Clearly specify which organizational activities are covered by the statement;
- e) Be a natural jumping-off point for setting environmental objectives and targets;
- f) Provide a framework for assessing progress made with the targets and objectives that are oriented towards minimizing environmental impacts.

4.2.2 Communication, promotion and support of policy

The policy statement will be totally ineffective if the commitment it contains is not communicated, made available, promoted and supported by all. It is important to note that the policy:

- a) Should be available to all employees in the organization;
- b) Should be communicated repeatedly after a period of time as a reminder;
- c) Should be made available to the public;
- d) Should be promptly provided whenever a copy is required;
- e) Should be signed by top management to show commitment and support.

Repeated exposure is the key to communicating the policy effectively thus it can be posted, communicated through news letters or sent to desktop personal computers.

LEGAL COMPLIANCE GUIDE IN COMPLIANCE TO CONSTRUCTION REGULATION

1. CLIENT RESPONSIBILITIES

(PLEASE INDICATE WITH A (√) IN THE YES OR NO BOX TO THE FOLLOWING QUESTIONS)

	YES	NO
1. PREPARED THE HEALTH AND SAFETY SPECIFICATION	<input type="checkbox"/>	<input type="checkbox"/>
2. PROVIDE ANY OTHER INFORMATION RELEVANT TO THE PRINCIPAL CONTRACTOR THAT MIGHT IMPACT ON THE HEALTH AND SAFETY OF PERSONS DURING THE EXECUTION PHASE	<input type="checkbox"/>	<input type="checkbox"/>

2. PRINCIPAL CONTRACTOR RESPONSIBILITIES

(PLEASE INDICATE WITH A (√) IN THE YES OR NO BOX TO THE FOLLOWING QUESTIONS)

	YES	NO
1. REGISTERED AND IN GOOD STANDING WITH THE COMPENSATION COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>
2. PREPARED AND SUBMITTED THE HEALTH AND SAFETY PLAN DURING TENDERING	<input type="checkbox"/>	<input type="checkbox"/>
3. PROVIDED COST OF HEALTH AND SAFETY DURING TENDERING	<input type="checkbox"/>	<input type="checkbox"/>
4. CLAUSE INDICATING THAT THE SAFETY FILE TO BE SUBMITTED TO CLIENT UPON COMPLETION OF THE PROJECT (PROJECT MANAGER)	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 37(2) AGREEMENT
CONCLUDED BETWEEN
ESKOM HOLDINGS SOC LIMITED

(Hereinafter referred to as Eskom)

AND

.....
(Name of contractor/supplier)

I,[(name)representing
..... [insert name of contractor/supplier], do hereby
acknowledge that [insert name of contractor/supplier] is an
employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of
1993 ("the Act"), as amended, and agree to ensure that all work will be performed and/or machinery or plant
used in accordance with the provisions of the Act.

I undertake that [insert name of contractor/supplier] shall strictly
adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and
Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service[insert brief
details of project/service, for example, name, contract/project number]
and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between
..... [insert name of contractor/supplier] and Eskom, which
will ensure compliance by [insert name of contractor/supplier]
with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver
of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of
any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification,
waiver, or consent shall be effective

only in the specific instance and for the specific purpose and to the extent for which it was made or given.
This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the
requisite authority to do so.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature)on

behalf of (supplier/contractor)

Contractor Responsible Manager (responsible for signing the Eskom contract on
behalf of the contractor)

Witnesses

- 1.
- 2.

Signed this day of20.....

at (Place)

(Full name)..... (Signature).....on

behalf of Eskom Holdings SOC Limited.
(Contracts and/or Project Manager or Eskom's representative)

Witnesses

- 1.
- 2.