



## NEC3 Engineering & Construction Contract

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

**and**  
**(Reg No. \_\_\_\_\_ )**

**for** Erosion control intervention on various roads on  
Transmission servitudes on an as and when required  
basis under HV lines in the Western Grid.

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**CONTRACT No. [Insert at award stage]**

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## Part C1: Agreements & Contract Data

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## C1.1 Form of Offer & Acceptance

### Offer

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

### Maintenance of various roads on Transmission Servitudes under HV Lines

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

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

Options A B	The offered total of the Prices exclusive of VAT is	<b>AS PER RATES</b>
		<b>AS PER RATES</b>
	Sub total	<b>AS PER RATES</b>
	Value Added Tax @ 15% is	<b>AS PER RATES</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>AS PER RATES</b>
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number (if applicable)

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

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the  
Employer

**Eskom Holdings Limited (Reg no: 2002/015527/06),  
Registered office at Megawatt Park,  
Maxwell Drive, Sandton, Johannesburg**

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

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

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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

### For the tenderer:

### For the Employer

Signature

Name

Capacity

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

Name &  
signature  
of witness

Date

**Eskom Holdings Limited (Reg no: 2002/015527/06),  
Registered office at Megawatt Park,  
Maxwell Drive, Sandton, Johannesburg**

## C1.2 ECC3 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
		B: Priced contract with bill of quantities
		C: Target contract with activity schedule
		D: Target contract with bill of quantities
		E: Cost reimbursable contract
		F: Management contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X4: Parent company guarantee
		X5: Sectional Completion
		X6: Bonus for early Completion
		X7: Delay damages
		X12: Partnering
		X13: Performance Bond
		X14: Advance payment to the <i>Contractor</i>
		X15: Limitation of <i>Contractor's</i> liability for design to reasonable skill and care
		X16: Retention
		X17: Low performance damages
		X18: Limitation of liability
		X20: Key performance indicators
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	

10.1	The <i>Employer</i> is (Name):	<b>Eskom Holdings Limited (Reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Siphamandla Rubushe</b>
	Address	<b>60 Voortrekker road, Bellville, 7530</b>
	Tel	<b>021 915 2754</b>
	Fax	
	e-mail	<b>rubushs@eskom.co.za</b>
10.1	The <i>Supervisor</i> is: (Name)	<b>TBA</b>
	Address	
	Tel No.	
	Fax No.	
	e-mail	
11.2(13)	The <i>works</i> are	<b>Maintenance of Various Roads on Transmission Servitudes Under HV Lines.</b>
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> <li><b>1. Police Clearance</b></li> <li><b>2. Medical</b></li> <li><b>3. Extreme weather conditions</b></li> <li><b>4. Accidents/Incidents/Injuries</b></li> <li><b>5. Rough Terrain Tripping</b></li> <li><b>6. The area is environmentally sensitive. Keep vehicles and materials contained within the servitude and/or storage areas.</b></li> <li><b>7. Snakes</b></li> <li><b>8. Industrial electrical equipment</b></li> <li><b>9. Plant and machinery</b></li> <li><b>10. Noise</b></li> <li><b>11. Dust</b></li> <li><b>12. Oil and chemicals</b></li> <li><b>13. Lifting of materials and equipment</b></li> </ol>
11.2(15)	The <i>boundaries of the site</i> are	<b>Various Eskom Transmission Servitudes</b>
11.2(16)	The Site Information is in	<b>Part 4: Site Information</b>
11.2(19)	The Works Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>

## 2 The Contractor's main responsibilities

Data required by this section of the core clauses is provided by the *Contractor* in Part 2 and terms in *italics* used in this section are identified elsewhere in this Contract Data.

## 3 Time

11.2(3)	The <i>completion date</i> for the whole of the works is	TBA	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	Key date
		1 High Risk Servitude Roads as identified.	
		2 50% of all roads identified	
		3 100% of all roads identified	
30.1	The <i>access dates</i> are:	Part of the Site	Date
		1 TBA	TBA
		2 TBA	TBA
		3 TBA	TBA
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	One weeks of the Contract Date.	
31.2	The <i>starting date</i> is	2025	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two weeks.	
35.1	The <i>Employer</i> is not willing to take over the works before the Completion Date.	[No data needed if this statement is included]	

## 4 Testing and Defects

42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the works.	
43.2	The <i>defect correction period</i> is	Two weeks	
	except that the <i>defect correction period</i> for	emergencies is 2 days	
	and the <i>defect correction period</i> for	emergencies is 2 days weeks	

## 5 Payment

50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	4 weeks.	
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall	



not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

<b>6</b>	<b>Compensation events</b>	
60.1(13)	<p>The place where weather is to be recorded is:</p> <p>The <i>weather measurements</i> to be recorded for each calendar month are,</p> <p>The <i>weather measurements</i> are supplied by</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>and which are available from:</p>	<p><b>Cape Town International Airport</b></p> <p><b>the cumulative rainfall (mm)</b></p> <p><b>the number of days with rainfall more than 10 mm</b></p> <p><b>the number of days with minimum air temperature less than 0 degrees Celsius</b></p> <p><b>the number of days with snow lying at 09:00 hours South African Time</b></p> <p><b>and these measurements:</b></p> <p><b>Cape Town International Airport</b></p> <p><b>Cape Town International Airport</b></p> <p><b>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the Employer</b></p>
60.1(13)	<p>Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:</p>	<p><b>As stated in Annexure A to this Contract Data provided by the Employer.</b></p> <p>Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.</p>
<b>7</b>	<b>Title</b>	<p>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</p>
<b>8</b>	<b>Risks and insurance</b>	

80.1	These are additional <i>Employer's</i> risks	
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for "Format A" / "Format B" / "Format Dx"</b> {choose the applicable format then delete the others and delete this note} <b>available on</b> <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> <b>(See Annexure B for basic guidance)</b>
84.1	The <i>Employer</i> provides these additional insurances	<b>as stated for "Format A" / "Format B" / "Format Dx"</b> {choose the applicable format then delete the others and delete this note} <b>available on</b> <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> <b>(See Annexure B for basic guidance)</b>
84.1	The <i>Contractor</i> provides these additional insurances:	<b>Contractor to ensure that he has adequate cover on all materials and equipment</b>
84.2	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	<b>[•]</b>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).</b>
<b>9</b>	<b>Termination</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
<b>B</b>	<b>Priced contract with bill of quantities</b>	
60.6	The <i>method of measurement</i> is	<b>For works of Civil Engineering Construction: Section 8 within the SANS 1200 Series of Standardised Specification for Civil Engineering</b>

	Construction		
C	Target contract with activity schedule		
20.4	The <i>Contractor</i> prepares forecasts of Defined Cost for the <i>works</i> at intervals no longer than	[•] weeks.	
50.6	The <i>exchange rates</i> are those published in	[•] on [•] (date).	
53.1	The <i>Contractor's share percentages</i> and the <i>share ranges</i> are	<i>share range</i>  less than [•] %  from [•]% to [•]%  from [•] to [•]%  greater than [•]%	<i>Contractor's share percentage</i>  [•]%  [•]%  [•]%  [•]%
D	Target contract with bill of quantities		
20.4	The <i>Contractor</i> prepares forecasts of Defined Cost for the <i>works</i> at intervals no longer than	[•] weeks.	
50.6	The <i>exchange rates</i> are those published in	[•] on [•] (date).	
53.1	The <i>Contractor's share percentages</i> and the <i>share ranges</i> are	<i>share range</i>  less than [•]%  from [•]% to [•]%  from [•]% to [•]%  greater than [•]%	<i>Contractor's share percentage</i>  [•]%  [•]%  [•]%  [•]%
60.6	The <i>method of measurement</i> is	[•] published by [•] and amended as stated in Part C2.1 Pricing Assumptions.	
E	Cost reimbursable contract		
20.4	The <i>Contractor</i> prepares forecasts of Defined Cost for the <i>works</i> at intervals no longer than	[•] weeks.	
50.7	The <i>exchange rates</i> are those published in	[•] on [•] (date).	
F	Management contract		
20.4	The <i>Contractor</i> prepares forecasts of Defined Cost for the <i>works</i> at intervals no longer than	[•] weeks.	
50.7	The <i>exchange rates</i> are those published in	[•] on [•] (date).	
11	Data for Option W1		

W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address	[•]		
	Tel No.	[•]		
	Fax No.	[•]		
	e-mail	[•]		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration.		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	[•] South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or			
	- if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	[•].		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	propor tion	linked to index for	Index prepared by
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		[•]	non-adjustable	
	Total	1.00		

<b>X2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>		
<b>X3</b>	<b>Multiple currencies</b>			
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	<b>Items &amp; activities</b>	<b>Other currency</b>	<b>Maximum payment in other currency</b>
		[•]	[•]	[•]
		[•]	[•]	[•]
		[•]	[•]	[•]
		[•]	[•]	[•]
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)		
		<b>The items &amp; activities will be paid in the other currency</b> - to a foreign Bank account nominated by the <i>Contractor</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date. (select one of the three methods as agreed with successful tenderer and delete the others and this note)		
<b>X4</b>	<b>Parent company guarantee</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>		
<b>X5</b>	<b>Sectional Completion</b>			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	<b>Section</b>	<b>Description</b>	<b>Completion date</b>
		1	[•]	[•]
		2	[•]	[•]
		3	[•]	[•]
<b>X5 &amp; X6</b>	<b>Sectional Completion and bonus for early Completion used together</b>			
X6.1 X5.1	The bonuses for early Completion of the <i>sections</i> of the <i>works</i> are:	<b>section</b>	<b>Description</b>	<b>Amount per day</b>
		1	[•]	R[•]
		2	[•]	R[•]
		3	[•]	R[•]
	Remainder of the <i>works</i>			R[•]
<b>X5 &amp; X7</b>	<b>Sectional Completion and delay damages used together</b>			
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	<b>section</b>	<b>Description</b>	<b>Amount per day</b>

		1	High Risk Servitude roads as identified	0.5% of total contract value
		2	50% of identified roads	0.5% of total contract value
		3	100% of identified	0.5% of total contract value
	Remainder of the <i>works</i>			R[•]
	The total delay damages payable by the <i>Contractor</i> does not exceed:	10% of total contract value		
X6	Bonus for early Completion (but not if Option X5 is also used)			
X6.1	The bonus for early Completion of the whole of the <i>works</i> is	[•] per day		
X7	Delay damages (but not if Option X5 is also used)			
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R[•] per day up to a limit of R[•]		
X12	Partnering			
X12.1(1)	The <i>Client</i> is (Name)	[•]		
	Address	[•]		
	Tel	[•]		
	Fax	[•]		
X12.2(1)	The <i>Client's</i> objective is.	[•]		
X12.1(4)	The Partnering Information is in	[•]		
X13	Performance bond			
X13.1	The amount of the performance bond is	R [•].		
X14	Advanced payment to the <i>Contractor</i>			
X14.1	The amount of the advanced payment is	R [•].		
X14.2	An advanced payment bond	Is required.		
X14.3	The <i>Contractor</i> repays the instalments in assessments starting not less than	[•] weeks after the Contract Date.		
X14.3	The instalments are	R [•] (either an amount or a percentage of the payment otherwise due)		
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill & care	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X16	Retention (not used with Option F)			
X16.1	The <i>retention free amount</i> is	R [•].		

	The <i>retention percentage</i> is	<b>10%</b>	
<b>X17</b>	<b>Low performance damages</b>		
X17.1	The amounts for low performance damages are:	<b>Amount</b>  <b>10% of total contract value</b>	<b>Performance level</b>  <b>10% of total contract value</b>
<b>X18</b>	<b>Limitation of liability</b>		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>R0.0 (zero Rand)</b>	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>the amount of the deductibles relevant to the event described in the insurance policy format selected in the data for clause 84.1 above, which policy is available on</b> <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a>	
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	<b>The greater of the total of the Prices at the Contract Date and</b> <ul style="list-style-type: none"> <li>the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus R15M first amount payable in terms of the <i>Employer's</i> assets policy.</li> </ul>	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>the total of the Prices other than for the additional excluded matters.</b>  <b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b>  <b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b>  <b>Defects due to his design which arise before the Defects Certificate is issued,</b> <b>Defects due to manufacture and fabrication outside the Site,</b> <b>loss of or damage to property (other than the works, Plant and Materials),</b> <b>death of or injury to a person and</b> <b>infringement of an intellectual property right.</b>	
X18.5	The <i>end of liability date</i> is	<b>(i) [7] years after the <i>defects date</i> for latent Defects and</b>  <b>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</b>	

A latent Defect is a Defect which would not have been discovered on reasonable inspection by the *Employer* or the *Supervisor* before the *defects date*, without requiring any inspection not ordinarily carried out by the *Employer* or the *Supervisor* during that period.  
If the *Employer* or the *Supervisor* do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the *Employer* or the *Supervisor* to have discovered the Defect.

<b>X20</b>	<b>Key Performance Indicators (not used when Option X12 applies)</b>
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in <b>Annexure [●] to this Contract Data</b>
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of <b>[●] months</b>
<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b> <b>Z1 to Z12 always apply.</b>

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting



documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.

- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

## **Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

## **Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:  
accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;  
warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and  
undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and

with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z8 Notifying compensation events**

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

**Z9 Employer's limitation of liability**

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer's* liability under the indemnity is limited.

**Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

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

**Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)**

- Z11.1 If the amount due for the *Contractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Contractor's* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

## **Z12 Ethics**

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

Affected Party	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

Z 12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

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

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

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

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

## Annexure B: Insurance provided by the Employer

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

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

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

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

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

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

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

In the case of contracts / packages within a project:

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

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

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

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

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

3. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 84.2. In terms of clause 84.1 “the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide”. Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
4. When the Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom’s Marine Policies Procedures found at internet website given below.
5. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**

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

## C1.2 Contract Data

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

**[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)**

Whenever a cell is shaded in the left hand column it denotes this data is optional. If not required select and delete the whole row, otherwise insert the required Data.]

#### Notes to a tendering contractor:

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	

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

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled _____.</b>	
11.2(3)	The <i>completion date</i> for the whole of the works is		
11.2(14)	The following matters will be included in the Risk Register		
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:		
31.1	The programme identified in the Contract Data is		
<b>A</b>	<b>Priced contract with activity schedule</b>		
11.2(20)	The <i>activity schedule</i> is in		
11.2(30)	The tendered total of the Prices is	<b>(in figures)</b> <b>(in words), excluding VAT</b>	
<b>B</b>	<b>Priced contract with bill of quantities</b>		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is	<b>(in figures)</b> <b>(in words), excluding VAT</b>	
<b>C</b>	<b>Target contract with activity schedule</b>		
11.2(20)	The <i>activity schedule</i> is in		
11.2(30)	The tendered total of the Prices is	<b>(in figures)</b> <b>(in words), excluding VAT</b>	
<b>D</b>	<b>Target contract with bill of quantities</b>		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is	<b>(in figures)</b> <b>(in words), excluding VAT</b>	
<b>F</b>	<b>Management contract</b>		
20.2	Work which the <i>Contractor's</i> will do himself is	<b>Activity</b>	<b>price (lump sum or rate)</b>
	<b>Data for Schedules of Cost Components</b>	Note "SCC" means Schedule of Cost Components starting on page 60, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).	

A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is	Minus %		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are  Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates.  Please insert another schedule if foreign resources may also be used	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is			
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			
	If Option C, D or E is used	Data for Schedule of Cost Components		
23 in SCC	The listed items of Equipment purchased for work on this contract, with an on cost charge, are:	Equipment	Time related charge	Per (time period)



24 in SCC	The rates of special Equipment are:	Equipment	Size or capacity	Rate
44 in SCC	The percentage for Working Areas overheads is:	: %		
51 in SCC	The hourly rates for Defined Cost of manufacture or fabrication outside the Working Areas are  Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates  Please insert another schedule if foreign resources may also be used	Category of employee	Hourly rate	
52 in SCC	The percentage for manufacture and fabrication overheads is			
	If Option C, D, or E is used	Data for both schedules of cost components		
61 in SCC & SSCC	The hourly rates for Defined Cost of design outside the Working Areas are  Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates.  Please insert another schedule if foreign resources may also be used	Category of employee	Hourly rate	
62 in SCC & SSCC	The percentage for design overheads is			
63 in SCC & SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the works and Equipment done outside the Working Areas are:			
	If Option C, D or E is used	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		

21 in SSCC	The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is	%		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>

**PART 2: PRICING DATA**  
**ECC3 Option B**

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option B	
C2.2	The <i>bill of quantities</i>	

## C2.1 Pricing assumptions: Option B

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(28) The Price for Work Done to Date is the total of</p> <p>the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and</p> <p>a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</p> <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>

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

### Function of the Bill of Quantities

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

### Guidance before pricing and measuring

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

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

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

plus Fee is used.

## Measurement and payment

### Symbols

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

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

### General assumptions

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

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

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

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

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

**Departures from the *method of measurement*****Amplification of or assumptions about measurement items**

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

## C2.2 the *bill of quantities*

Use this page as a summary page or as a cover page to the *bill of quantities*.

The Price List is as follows:

Item no.	Reference	Description	Unit	Quantity
		<b>Site Establishment</b>		
		Establish contractor's yard, site offices, workshops, stores etc. including all necessary water and electricity supplies, drainage and waste disposal systems, telecoms/telephone facilities etc.	sum	1
		<b>Removal of site Establishment</b>		
		Removal of site offices, workshops, stores etc. including all necessary water and electricity supplies, drainage and waste disposal systems, telecoms/telephone facilities etc. on completion	sum	1
		<b>Ablution and latrine facilities</b>	R/day	1
		<b><u>Dealing with water</u></b>		
		Provisional sum of R50 000 for dealing with water	Sum	
		<b>Hand tools</b>	Sum	
		<b><u>Company and Head Office Overhead Costs for the Duration of Construction</u></b>		
		<b>SITE COSTS AND OVERHEADS</b>		
			sum	1
		Off-site staff	sum	1
		Site staff	sum	1
		Establish constructional equipment and remove on completion.	sum	1
		Contractor's transport inclusive of taxi association requirements.	sum	1
		Establish contractor's yard, site offices, workshops, stores etc. including all necessary water and electricity supplies, drainage and waste disposal systems, telecoms/telephone facilities etc. and remove on completion.	sum	1
		<b>Health and Safety, Environmental and Quality (SHEQ)</b>		

		<b>Transport</b> Transportation of employees in compliance with the Transportation of employees procedure	sum	1
		<b>Compliance</b>  SHEQ management (incl. Contractor's Health and Safety Plans, Environmental Management plans and Quality plans) as outlined in the enquiry document.	sum	1
		<b>Safety</b> Complying with Health and Safety Specifications	sum	1
		<b>PPE</b> Complying with PPE requirements	sum	1
		<b>Environmental</b> Complying with Environmental Legislation and all other statutory environmental requirements including rehabilitation	sum	1

The rates will be fixed and firm for the first 12 months and thereafter be adjusted for the second (2<sup>nd</sup>) and the third (3<sup>rd</sup>) year in accordance with the SEIFSA index (CPI)

**Contractor:**

.....  
*Print Name:*

.....  
*Signature:*

.....  
*Date:*



Item no.	Description	Unit	Quantity	Rate
	<b>LABOUR RATES</b>			
	Design Engineer	R/hr	1	
	Site Engineer	R/hr	1	
	Site supervisor	R/hr	1	
	Artisan	R/hr	1	
	Skilled Labour	R/hr	1	
	General Worker	R/hr	1	
	Driver for specialised vehicles	R/hr	1	
	<b>CONCRETE AND FORMWORK When and where required</b>			
	25MPA Concrete Works (materials)	R/m <sup>3</sup>	1	
	<b>OVERTIME RATES</b>			
	After hours and Saturdays	times normal hourly rate	1,5	
	Sundays and Public Holidays	times normal hourly rate	2	

The rates will be fixed and firm for the first 12 months and thereafter be adjusted for the second (2<sup>nd</sup>) and the third (3<sup>rd</sup>) year in accordance with the SEIFSA index (CPI)

**Contractor:**

.....  
*Print Name:*

.....  
*Signature:*

.....  
*Date:*

Item no.	Description	Unit	Quantity	Rate
	<b>PLANT</b>			
	Truck (7ton)	R/km		
	LDV	R/km		
	4x4 Rigid Truck with 8t/m Crane	R/km		
	Quantum bus - people carrier	R/km		
	Horse & Trailer	R/km		
	Tipper truck	R/km		
	Bobcat	R/hr		
	Digger loader	R/hr		
	Generator	R/hr		
	Compressor	R/hr		
	Jack Hammer	R/hr		
	Air Compressor	R/hr		
	Plate Compactor	R/hr		
	Concrete Mixer	R/hr		
	<b>QUALITY INSPECTION</b>			
	Allow for provisional sum of R50 000 for quality inspection on servitude roads			

The rates will be fixed and firm for the first 12 months and thereafter be adjusted for the second (2<sup>nd</sup>) and the third (3<sup>rd</sup>) year in accordance with the SEIFSA index (CPI)

**Contractor:**

.....  
Print Name:

.....  
Signature:

.....  
Date:

	<b>Gabions</b>	<b>units</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
	Gabion Rock	m <sup>3</sup>	1		
	Excavation	m <sup>3</sup>	1		
	Geotextile	m <sup>2</sup>	1		
	Berms	units	1		
	Rock Packs	m <sup>3</sup>	1		
	Loose stones	m <sup>3</sup>	1		
	<b>The total of the Prices (excluding VAT):</b>				<b>R</b>

<b>Excavation</b>					
<b>Description</b>	<b>No</b>	<b>Unit</b>	<b>QTY</b>	<b>Rate</b>	<b>Amount</b>
Plant/equipment(trench exc)	1	R/hr			
Operator	1	R/hr			
Carting away	1	m3			
Supervision	1	R/hr			
Profit & overheads @ 5%	1	%			
<b>Total</b>					

The rates will be fixed and firm for the first 12 months and thereafter be adjusted for the second (2<sup>nd</sup>) and the third (3<sup>rd</sup>) year in accordance with the SEIFSA index (CPI)

<b>Contractor:</b>		
..... <i>Print Name:</i>	..... <i>Signature:</i>	..... <i>Date:</i>



## C3.1: EMPLOYER'S WORKS INFORMATION

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## Description of the works

### Executive overview

1. All works, where applicable to be completed according to SANS approved works
2. Adhere to all safety requirements as prescribed by Eskom including the OHS Act and the Construction Regulations
3. Adhere to all safety requirements as prescribed by Eskom

The servitudes are situated in various parts of the Western Grid. Erosion Control and Intervention is needed at various sites with various erosion rehabilitation activities per site. The servitudes access roads are mostly on rough terrain and passes over mountains. *Contractor* showing all photos taken during the initial site visit as well as the general location of all the sites. Photos taken on site will also be supplied to the *Contractor* in electronic format. The *Contractor* is required to study the site carefully before tendering. The construction works include the building of berms, flat gabion structures, sack gabions and rock packing.

### 1. Description of the works

This Tender is for the erosion control and intervention by the rehabilitation activities on various access roads to the lines servitudes for a period of three years. The servitude access roads are mostly on rough terrain and passes over mountains.

The works are, the supply and installation of all materials required in terms of erosion control and intervention solutions on the servitude access roads below transmission lines. The rehabilitation activities include but are not limited to the following:

- Excavations on site
  - Building of berms
  - Rock packing
  - Installation Geotextile fabric
  - Installation of flat Gabion mattress
  - Filling of Gabion baskets with Gabion stones
  - Filling of Dongas with stones or concrete railway sleepers
  - Constructing of Sack Gabions
1. The *Employer* reserves the right to alter the scope of the works, programme and constraints in accordance with the NEC ECC (3rd Ed.) or as described in this contract.
  2. The *Contractor* will be given access to the proposed site and the *Contract* must comply with Eskom's national and local environmental policies.
  3. The *Contractor* shall perform the rehabilitation of the eroded servitude roads and shall inform the Project Manager with sections of the works completed before going on the next repair. The *Contractor* shall give sufficient notice to *Employer* for the evaluation. The *Employer* will suggest improvements if needed after which the remaining repairs can be started.
  4. The *Contractor* shall provide the *Employer* with a preliminary program of works within two weeks of tender award.

#### 4.1 Concrete Mix Design

Should there be a need to use concrete in any of the structures; the mix design shall be performed by the *Contractor*, which must be approved by Eskom.



The following points should be considered for the durability of the concrete in severe to extreme exposure conditions.

- Cement shall contain a minimum extender content of 40% furnace slag, or 20% fly ash in order to provide protection against possible alkali-aggregate reactions.
- To make the concrete, mix one bag (50kg) cement with 85ℓ of sand, 85ℓ of stone and enough water to make the concrete workable and easy to compact by tamping.
- The use of water reducing retarders is recommended.
- Appropriate cover to concrete should be selected for exposure conditions – a minimum value of 50mm is suggested.
- Concrete pouring should take place when the ambient temperature is less than 32°C in order to prevent initial set of the fresh concrete from taking place prior to the casting operation of the concrete being completed.
- The excavated soil surface area should be moistened prior to casting of the fresh concrete in order to prevent excessive moisture loss in the fresh concrete due to soil suction.
- The new concrete cast should be sprayed with a curing compound immediately after the removal of the shuttering in order to prevent excessive moisture loss from the fresh concrete during the early stage after casting as water curing is unsuitable.
- Concrete shuttering properly prepared – strong and well supported, oiled to prevent sticking of concrete and prevent any form of honey combing.
- Concrete sand must be free from organic material, clay and sodium salts.

#### a. Gabions, Reno Mattresses and Geotextile

The *Contractor* shall ensure that the following criteria are met:

- Double twist hexagonal wire mesh baskets from mild steel and a zinc coat must be used. Wire for gabion frames must be 3.4mm OD (Outside Diameter) and 2.7mm OD for the mesh. Frames for Reno mattresses must be 2.7mm OD and 2.2mm for the mesh.
- Mesh type for gabion baskets is 80mm and 60mm for the Reno mattresses.
- Rock for gabion and Reno mattresses must be well graded between 100mm and 250mm with a minimum specific gravity of 2.3.
- Rock must be well packed in the baskets and mattresses.
- Areas to be used as driveways can be filled with small stones between the normal rock pack to make the surface smoother. After the lids of the mattresses are closed the remaining openings between the stones can be filled and covered with the excavated sand.
- Compaction shall be according to **SANS 1200 DK: 1996, Gabions and Pitching**.
- Soil used for the backfill next to gabions must have a clay content of between 18-35%, must be free of organic material and must be wetted to field capacity to allow for good compaction.
- Assembly manual of the manufacturer of the gabion baskets / Reno mattresses must be adhered to.
- The following table shows the sizes used for gabions baskets and Reno mattresses:
- AG200 double needle geotextile is recommended for all areas where soil and gabions are or will come into contact.
- For better spreading of water it is recommended that geotextile exceeds the downstream side of the berms and servitude roads with 600mm as an extra apron on the normal ground level.

## Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
SEA	Senior Engineering Assistant
EA	Engineering Assistant
MWP	Megawatt Park
QS	Quantity Surveyor
PM	Project Manager
SS	Site Supervisor
AME	Asset Management Execution
P/CSS	Project/Construction Site Supervisor (AME)
RP	Responsible Person (As authorized by Eskom in ORHVS)
EMP	Environmental Management Plan
ORHVS	Operating Regulations for High Voltage Systems
GIS	Gas Insulated Switchgear

## Management and start up.

### Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on Mondays	On site or Bellville Office	<i>PM, SS, RP, All Workers involved in the work</i>
Overall contract feedback	After completion	On site or Bellville Office	<i>PM, Contractor, SS &amp; QS.</i>
Inaugural Meeting	1 week after contract is awarded	On site or Bellville Office	<i>PM, Contractor, Grid Safety &amp; Environmental Advisers, HV Plant Personnel, EA &amp; SS.</i>
Progress Meeting	Every fortnight (2 weeks)	On site or Bellville Office	<i>PM, Contractor, Grid Safety &amp; Environmental Advisers, HV Plant Personnel, EA &amp; SS.</i>
Compensation Clarification Meeting	Whenever required	On site or Bellville Office	<i>PM, Contractor, SS &amp; QS.</i>
Audits (Safety &	Periodically as determined	Mainly on site	<i>Contractor, SS &amp; PM or Grid</i>

Environmental)	by Eskom		<i>personnel</i>
Emergency Meetings	Whenever necessary	On site or Bellville Office	<i>Contractor, SS &amp; other concerned parties</i>

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

## Documentation control

All correspondence is to be addressed to the Project Manager with a sequential numbering system

## Health and safety risk management

No work will commence on site before all the Access Permits and the relevant Health and Safety files are in place – according to the Eskom Standard TST41-61, as amended: (Occupational Health and Safety Requirements to be met by Eskom Transmission Employees, Contractors and Sub-Contractors during maintenance and construction work.)

The Contractor is to compile the complete Safety file according to Annexure I – Audit form in the Eskom Standard TST41-61, as amended Document and submit to Transmission Services Risk and Safety Department at Simmerpan, Germiston, Gauteng Province. Contact Person: Mr. Buks De Klerk Tel: 011 871 2419 Fax: 011 871 2219 or Mr Brando Cupido in Bellville Tel: 021-915 9240 Fax 021-915 9264.

Please note that only after approval for the Safety file has been granted by Transmission Services Risk and Safety Department will arrangements for an Inaugural Meeting be made to facilitate the commencement of construction work on site.

The Contractor must have an Eskom Certified and Authorized ORHVS person (Valid as requested by ESKOM) available on site at all times in accordance with Eskom Transmission Standard TST0015 - Training, Assessment and Authorisation of persons for the Operation and Maintenance of the Power System. The contractors Responsible Person has to be interviewed and authorised by the relevant Regional High Voltage Plant Personnel before any work can commence on Site.

Copies of the Valid Eskom ORHVS Certificates are to be submitted with the Tender Documents.

The Contractor is responsible for setting out the works as shown on the drawings. Before any excavations are to commence, it will be the responsibility of the Contractor to ascertain from the "Engineering Assistant" the position of any existing services on site. Once these are indicated to the Contractor, they shall be deemed as "known". Any costs incurred for repairs to any "known" services shall be for the Contractor's account.

The Contractor shall establish a refuse control system. All waste is to be collected and disposed of as required by Eskom's Environmental Policies and the Local Authority. All Hazardous waste is to be stored separately and all waste must be disposed of at a registered waste site and certificates confirming the classification and quantity are to be submitted to Eskom. Separate bins must be provided on site for general and hazardous waste and must be clearly marked.

The Contractor shall make his own arrangements for the provision of accommodation for his employees. No accommodation or camping will be allowed on site.

The Contractor shall control his activities and processes in accordance with the Occupational Health & Safety Act No. 85 of 1993, and Eskom's Safety Standard TST41-61, as amended: Occupational Health and Safety Requirements to be met by Eskom Transmission Employees, Contractors and Sub-Contractors during

maintenance and construction work. Safety meetings are to be held regularly and copies of the minutes must be maintained and submitted to Eskom at the monthly progress meetings when requested. The Contractor shall comply with the health and safety requirements contained in Annexure A to this Works Information.

## **Environmental constraints and management**

The Contractor shall control his activities and processes in accordance with Eskom's Environmental Policies: TST41-120 and conform to all applicable Legislation(s), EPC32-727 and Environmental Management Plan, Eskom SHEQ Policy 32-726 (Eskom commercial procedure). The EMP will provide the Aspects and Impacts that will require Management and must be followed strictly during the construction of the Civil Works on various servitude access roads. The contractor shall prepare a separate mitigation plan for all environmental concerns raised through the EMP and in any other relevant forum.

Environmental meetings between Eskom and the Contractor may be held regularly and copies of the minutes may be submitted to Eskom on request. The contractor is to provide monthly Environmental Reports and to send a Flash Report for any Environmental Incidences that has occurred on site as soon as possible or within 24 hours to the SS and PM clearly stating any Impact to the Environment.

The Contractor shall comply with all the Environmental Criteria and Constraints Stated in Annexure B.

## **Quality assurance requirements**

The Contractor shall Control his Activities and Processes in Accordance with Eskom's Quality Assurance Standard QM58: Quality Requirements for Procurement of Assets, Goods & Services.

The Notification period for Eskom attendance to Witness & Hold Points is 48 hours. The Witness & Hold Points must be Clearly Indicated in the Work Programme submitted at the commencement of the work or after every progress or review meeting. The Site Supervisor will be responsible for the verification and signature of the Quality Inspection and Test Plans (ITPs) which must be maintained by the Contractor and presented for signing promptly and regularly.

## **Programming constraints**

A high level Construction Program indicating the various durations of the Scope of Work is to be submitted by the Contractor with the Tender Documents.

A detailed program with the relevant Completion date will be discussed with the Contractor and Approved by Eskom at the Inaugural meeting. The Contractor shall submit a comprehensive and fully detailed program within 2 weeks before the Starting date. The programme shall be discussed with the contractor. The program shall be revised fortnightly and submitted to the PM for approval. If changes take place which affect the Completion date then a revised program must be submitted within 2 days. The Employer's key and Milestone dates shall be indicated. Note: Only MS Project format will be accepted.

The following dates shall be clearly reflected on the programme:

Site inaugural date, starting and completion date for all activities as well as relevant key dates for hold or witness points. All relevant significant activities shall be shown in order to monitor the progress on site. The programme shall also reflect a 2weekly period for inspection and corrections of Defects before the Completion date.

Updated programmes must be available at all site meetings reflecting progress to date

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

The Contractor shall have an organisation chart on file clearly indicating all key personnel, such as RP, Health and safety & Environmental reps, Site Foreman etc.

All key personnel must be appointed in writing and all appointments must be site specific, valid and kept on the site file at all times.

## Invoicing and payment

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

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

Name and address of the *Contractor* and the *Project Manager*;

The contract number and title;

*Contractor's* VAT registration number;

The *Employer's* VAT registration number 4740101508;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;  
(add other as required)

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

## Insurance provided by the *Employer*

Refer to Core Clause 87.1

## Contract change management

The contractor is to submit an organogram showing all key people involved in the contract 7 days after contract award.

All key personnel must be appointed in writing; it must be current for the specific site and area of work and must be kept on the file

## Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

## Records of Defined Cost, payments & assessments of compensation events to be kept by the *Contractor*

The contractor is to keep proof/invoices of all cost incurred for a compensation event and submit it to the *Project Manager* if requested

## Training workshops and technology transfer

Not applicable

## Engineering and the *Contractor's* design

All Construction will be done in Accordance with Eskom's Policies, Standards and Design or Drawings provided. No Deviation from any Design or Drawing will be accepted, unless requested through the PM and approved in writing by the Responsible Eskom Designer.

All drawings used must be as per the Drawing Register and Statement of Works.

As-built Drawings, Operating Manuals and Maintenance Schedules

The Contractor will submit As Built Drawings which will be checked and confirmed by the Site Supervisor whose responsibility it will be thereafter to submit on a copy of the issued Drawings to the Designer(s) on Completion of the Works.

### ***Employer's* design**

All Construction will be done in Accordance with Eskom's Policies, Standards and Design or Drawings provided. No Deviation from any Design or Drawing will be accepted, unless requested through the PM and approved in writing by the Responsible Eskom Designer.

All drawings used must be as per the Drawing Register and Statement of Works.

The Contractor shall submit As Built Drawings which will be checked and confirmed by the Site Supervisor whose responsibility it will be thereafter to submit on a copy of the issued Drawings to the Designer(s) on Completion of the Works.

### **Parts of the *works* which the *Contractor* is to design**

Not Applicable.

### **Procedure for submission and acceptance of *Contractor's* design**

Not Applicable

### **Other requirements of the *Contractor's* design**

Not Applicable

### **Use of *Contractor's* design**

Not Applicable

### **Design of Equipment**

Not Applicable

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

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

As-built drawings will need to be provided by the contractor within two weeks after the work is completed.

## Procurement

### People

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

All staff must be vetted through the Grid Security Manager's office according to the Grid Code.

All workers will be subject to Breathalyzer Tests when gaining access to the power station and at any time when on Duty.

All workers must wear seat belts at all times when travelling in their vehicles while on Eskom Premises and Eskom Business.

No personnel of the contractor will travel at the back of a vehicle during the period of the construction works. This will include traveling from the contractor's premises to the Eskom work site.

#### BBBEE and preferencing scheme

BBBEE requirements are stated in the Invitation to Tender letter and preference will be given to Contractor's complying with levels from 1 and up

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

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

The ASGI-SA Compliance Schedule is given in the Invitation to Tender letter.

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

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

## Subcontracting

#### Preferred subcontractors

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

#### Subcontract documentation, and assessment of subcontract tenders

The NEC system is compulsory for all subcontract documentation.

#### Limitations on subcontracting

None

**Attendance on subcontractors**

The *Contractor* is responsible for providing the Works as if he had not subcontracted.

**Plant and Materials****Quality**

The *Contractor* shall control his activities and processes in accordance with Eskom's Quality Requirements for Procurement of Assets, Goods & Services TST41-168.

**Plant & Materials provided "free issue" by the *Employer***

Not applicable

***Contractor's* procurement of Plant and Materials**

Not applicable

**Spares and consumables**

Not applicable

**Tests and inspections before delivery**

All construction civil works is to be inspected by the *Contractor* before handing over the completed works

**Marking Plant and Materials outside the Working Areas**

Not applicable

***Contractor's* Equipment (including temporary works).**

Not applicable

**Cataloguing requirements by the *Contractor***

Not applicable

**Construction**

The Security vetting of workers will be done through the Grid Security Manager; Safety and Environmental Induction will be done on site by the relevant grid resources and additional time will be required for issuance of Permits by the HV Plant Senior Engineering Assistant (SEA).

**Temporary works, Site services & construction constraints**

***Employer's* Site entry and security control, permits, and Site regulations**



Access on site is restricted to the area in which the Contractor is working and which has been barricaded. Strictly no movement outside the barricaded working area unless escorted by authorized HV Plant Personnel.

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

The *Contractor* is to supply Eskom with Police clearance for all the employees on site before Work commences.

The normal working hours shall be from 08:00 am to 04:00 pm.

Any work done outside this duration must be arranged through the senior project Manager and or Supervisor. Driving on servitude road shall be by means of a 4 x 4

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

There are no Toilet Facilities available on site. The *Contractor* is to provide his own Toilet Facilities on site and ensure that these facilities are kept in a clean condition to Eskom's satisfaction. No work on site will be allowed to commence before the Toilet Facilities are available on site.

The Contractor should keep records of his workers on site including those of his subcontractors which the Project Manager or Supervisor should have access to at any time. These records may be required when assessing compensation events

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

There are limited health and safety facilities on site. The first aid facilities are in the control room building.

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

The *Contractor* shall control his activities and processes in accordance with Eskom's Environmental Requirements TST41-120.

The Contractor shall establish a refuse control system. All waste is to be collected and disposed of as required by Eskom and the Local Authority.

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

All the materials from excavation and demolition must be disposed of by the *Contractor* except where expressly stated by the PM or the relevant staff from the Grid. All rubble and other materials must be classified, weighed and transported to a registered dumping site.

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

The *Contractor's* attention is drawn to the fact that other contractors will be on site and access and interfacing with them will be required. The *Contractor* shall allow safe access for other contractors and Eskom personnel when required.

### **Publicity and progress photographs**

Warning signs and notices must be clearly displayed at all sites where work is taking place. It is the responsibility of the *Contractor* to ensure that all its workers and visitors adhere to all signs.

Cameras are not allowed on site and may only be used to take photos of the work in progress. If necessary it will be the responsibility of the Contractor to seek for permission to use a camera from the appropriate authority on site. Cell phones are not allowed on site.

***Contractor's Equipment***

All equipment must be registered in the equipment register and as per 32-136. The *Contractor* is responsible for his own insurance of his equipment. The *Contractor* is to take stock of his material and equipment on a regular basis and any shortage to be reported to the Project Manager immediately, stating if it is hired or owned.

**Equipment provided by the *Employer***

Not Applicable

**Site services and facilities**

All the water necessary for construction purposes must be provided for by the *Contractor*. It is the *Contractor's* responsibility to test any water before using it for construction purposes. The *Contractor* to submit a Test Certificate for the water used on site

No Electricity will be available on site and the *Contractor* shall provide generators in order to have power for all equipment and electrical portable tools. Any measures which the *Contractor* may require to maintain continuity and quality of supply shall be arranged by him at his own expense.

**Facilities provided by the *Contractor***

A site for the Contractor's yard will be provided adjacent to the site of the works where possible. The Contractor shall not occupy any area on site other than what's allocated to them.

The contractor shall supply all plant and materials to complete the works.

No water and electricity will be available on site. The contractor shall provide all connections, extensions and additional supply points necessary for the works. Water shall be supplied by the contractor. Any measures which the contractor may require to maintain continuity and quality of supply shall be arranged by him at his own expense.

The contractor will supply their own office equipment including telephone and faxes.

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

Not applicable

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

Not applicable

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**Excavations and associated water control**

Not Applicable

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

Not Applicable

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

The *Contractor* shall control his processes and procedures so as to minimise noise and dust. All waste is to be collected and disposed of as required by Eskom and the Local Authority.

### Sequences of construction or installation

Clear worksite  
 Setting out worksite  
 Barricading of worksite  
 Excavation of defective areas  
 Stockpile of excavated material  
 Backfilling of material in excavated areas  
 Import of material if existing material are not suitable for reuse  
 Import of loose rocks and stone  
 Import of gabion mattresses and cages  
 Placing of gabion mattresses and cages into position  
 Packing of loose rocks and stones into gabion mattresses and cages  
 Close gabion mattresses and cages  
 Spread loose soil over rocks and stones in the gabion mattresses and cages  
 Make good all trades

### Giving notice of work to be covered up

No work shall be covered up without inspection by the Site Supervisor. The SS shall be given a 24 hour notice in line with the approved work program. And unless expressly approved by the PM photographs for covered work will be inadmissible if any doubt is expressed after the work has been done and covered.

### Hook ups to existing works

Not applicable

## Completion, testing, commissioning and correction of Defects

### Work to be done by the Completion Date

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

	Item of work	To be completed by
	As built drawings of the roads, gabions, and rock packing	Within 14 days after Completion

### Use of the *works* before Completion has been certified

Not Applicable

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

Not Applicable

**Commissioning**

Not Applicable

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

Not Applicable

**Take over procedures**

Not Applicable

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

Not Applicable

**Performance tests after Completion**

Not Applicable

**Training and technology transfer**

Not Applicable

**Operational maintenance after Completion**

Not Applicable

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

### **Investigation, survey and Site conditions**

Contractor to ensure that the sites are inspected, provide a drawing and method statement for the repairs,

### **Building works**

Not Applicable

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

All work to be completed according to SANS 10400 and SANS 1200 DK: 1996, Gabions and Pitching.

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

Not Applicable

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

Not Applicable

### **Other [as required]**

List of drawings

Drawings issued by the *Employer*

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

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

Drawing number	Revision	Title

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

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

Typical subheadings could be

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

This section could also be compiled as a separate file.

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PART 4: SITE INFORMATION

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



## PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

describes the Site and its surroundings and  
is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

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### General description

The servitudes are situated in various parts of the Western Grid. Erosion Control and Intervention is needed at various sites with various erosion rehabilitation activities per site. The servitudes access roads are mostly on rough terrain and passes over mountains. *Contractor* showing all photos taken during the initial site visit as well as the general location of all the sites. Photos taken on site will also be supplied to the *Contractor* in electronic format. The *Contractor* is required to study the site carefully before tendering. The construction works include the building of berms, flat gabion structures, sack gabions and rock packing.

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

Not Applicable

### Subsoil information

Not Applicable

### Hidden services

Not Applicable

### Other reports and publicly available information

Not Applicable