



NEC3 Engineering and Construction

Short Contract (ECSC3)

A contract between

Eskom Holdings SOC Ltd (Reg No. 2002/015527/06)

and

for

Repair of Outer Perimeter fence at Komatiepoort Sub Station,
Transmission North East Grid.

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Compiled in accordance with CIDB Standard for Uniformity in Construction
Procurement (January 2009 amendments)

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Documentation prepared by:

Dave Jansen

C1 Agreements & Contract Data

1. C1.1 Form of Offer and Acceptance

1.1. Offer

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

Repair of Outer Perimeter fence at Komatiepoort Sub Station, Transmission North East Grid.

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

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

The offered total of the Rates exclusive of VAT is	
Value Added Tax @ 14% is	
The offered total of the Prices inclusive of VAT is	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Note: No alternative tender offers will be accepted or evaluated.

Acceptance

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

The terms of the Contract, are contained in:

- Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Works Information
- Part 4 Site Information

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Employer **Eskom Holdings SOC Limited**

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

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:

Signature

Name

Capacity

On behalf
ofName &
signature
of witness

Date

For the Employer**Eskom Holdings SOC Limited**

2. C1.2 Contract Data**Data provided by the *Employer***

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Limited (reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8111
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ¹ is (Name):	Dave Jansen
	Address	P.O. Box 223 WITBANK 1035
	Tel No.	(013) 693 3784
	Fax No.	
	E-mail address	dave.jansen@eskom.co.za
11.2(11)	The works are	Repair of Outer fence at Komatiepoort Sub Station
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called ' Site Information ' in Part 4 of this contract.
11.2(12)	The site is	Transmission North East Grid.
30.1	The <i>starting date</i> is.	To be advised
11.2(2)	The <i>completion date</i> is.	To be advised
13.2	The <i>period for reply</i> is	One (1) week (5 working days)
40	The <i>defects date</i> is	Date on which defect document is issued.
41.3	The <i>defect correction period</i> is	Fourteen (14) days after date on which defect document is issued.

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

Repair of the outer perimeter fence at Komatiepoort Sub Station

50.1	The assessment day is the	Day on which the contractor and Eskom representative agree on for the handover of the repaired outer fence.
50.5	The delay damages are	Outage Late Start: Not Applicable Outage Late Finish: Not Applicable Outage Cancellation: Not Applicable Repeat outage (due to defects/incomplete work) Actual cost incurred: Not Applicable N/A
50.6.1	The retention is	5% N/A
51.2	The interest rate on late payment is	0.5% per complete week of delay N/A
80.1	The Contractor is not liable to the Employer for loss of or damage to the Employer's property in excess of	the amount of the deductibles relevant to the event described in the applicable "Format ECSC3" policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
82.1	The Employer provides this insurance	as stated for "Format ECSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the Contractor deems necessary in addition to that provided by the Employer.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's 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)
	Do the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The Adjudicator is (Name)	The person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
93.2(2)	The Adjudicator nominating body is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
93.4	The tribunal is:	arbitration.
	The arbitration procedure 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	To Be Advised

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or **the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**
- if the arbitration procedure does not state who selects an arbitrator, is

The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005)² and the following additional conditions Z1 to Z11 which always apply:

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.

Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution Industry.

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

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

Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.

Z2.3 Where, as a result, the *Contractor*'s B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Works.

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

Z3 Ethics

Z3.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor*'s obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

Z3.2 The *Employer* may terminate the *Contractor*'s obligation to Provide the Works if the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

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

² State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from either Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or SAICE.

Z4 Confidentiality

Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

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

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

Z5 Waiver and estoppel: Add to clause 12.2:

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

Z6 Health, safety and the environment

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

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of works; and
- undertakes, in and about the execution of the works, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor*'s direction and control, likewise observe and comply with the foregoing.

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

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

Z7.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.

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

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

Z8 Notifying compensation events

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

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

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

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

Z10.1 or had a judicial management order granted against it.

Z11 Addition to Clause 50.5

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

Z12 IC's must be submitted 5 days after energising, failure to do so will result in penalties being applied as per the delay damages in clause 50.5**Z13 Penalties**

Z13.1 If meters are mislaid on a project, the Contractor must immediately notify the Employer of the loss. The Contractor will be liable to the Employer for all meters that are mislaid or lost on the project. The Employer will deduct an all-inclusive penalty of R 2000.00 (excluding VAT) per meter from the payments due and / or retentions held.

3. Annexure A: Insurance provided by the Employer

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

http://www.eskom.co.za/live/content.php?Item_ID=9248

4. Annexure B: The *Employer’s* Panel of Adjudicators

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

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

Information about the Panel and appointment of the selected *Adjudicator* is available from Supply Chain Operations management, by contacting Leighton Itholeng on 011 800 4031 or [Leighton.Itholeng@eskom.co.za]

4.1. Data provided by the Contractor (the Contractor's Offer)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

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

10.1	The Contractor is (Name): Address Tel No. Fax No. E-mail address
63.2	The percentage for overheads and profit added to the Defined Cost for people is
63.2	The percentage for overheads and profit added to other Defined Cost is
11.2(9)	The Price List is in
11.2(10)	The offered total of the Prices is

C2 Pricing Data

5. C2.1 Pricing assumptions

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

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

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

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

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

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

Repair of the outer perimeter fence at Komatiepoort Sub Station

All queries will only be answered in writing, through the Employers representative (Buyer) responsible for issuing the enquiry

The bill of quantities forms part of and must be read in conjunction with the specifications and Scope of Works which contains the full description of the work to be done and material and equipment to be used. Unless otherwise described in the bill of quantities, reference should be made to the specification for the full meaning of the description of work to be done and materials and equipment to be used in this service

The total tender price in the tender form shall constitute the contract price of the successful Tenderer. Tenderers are advised to check their item extensions and totals additions.

No alterations, erasure or addition is to be made in the text of the bill of quantities and or unit of measure. Should any alteration, erasure or addition be made it will not be recognised but the original wording of the bill of quantities will be adhered to. The unit of measure stipulated in the Bill is to be used to determine a rate.

The bill of quantities of the successful Tenderer will be checked and the *Employer* reserves the right to call for adjustments to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered.

The responsibility for accuracy of the quantities written into the bills remains with the person who prepared the bill. The Tenderer shall be relieved of responsibility of measuring quantities at the tender stage. The tender sum submitted shall be in respect of the quantities set out in the bills and the Tenderer will be required to make his assessment of items such as brackets, fixing, etc., from details stated in the bills and shall include in the item prices for such small installation materials as required for the complete installation in accordance with the specification. Conductor price shall include for the wastage and sagging.

All price entered in the bill of quantities shall include for the supply (inclusive of any taxes, duties and fees which may be applicable), installation, testing, and commissioning, guarantees (with free maintenance during the guarantee period) and profit, but EXCLUDING VAT

The successful Tenderer and the *Employer* or his representative may agree that the total of any bill, including any variations by way of additions thereto or deductions there from, represents a fair accurate quantification of the items set out in the bills and the parties may agree to final payment on that basis. In the event of any dispute as to the quantities, the disputed item or items shall be adjusted where necessary.

The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting in position, all installation materials and sundries, cutting and waste, sagging, patterns, models and templates, plant, temporary works, return of packing's, establishment charges, profit and all other obligations arising out of the condition of contract.

All provisional sums shall be expended as directed by the *Employer* and any balance remaining shall be deducted from the amount of the contract sum.

All items described as 'Rate only' shall be measured as executed and paid for according to the price. No work for which "Rate only" items are provided shall be commenced without written instructions from the *Employer*.

Unless a separate rate for the supply and for the installation of any item is specifically called for the supply and installation cost of any item shall be fully included in the price.

It is a requirement of the contract that the work shall be carried out in the manner, which is most economical on materials. Unless otherwise indicated by the *Employer*, the tendering *Contractor* is required to use the shortest practical route for all conductors subject to restrictions of the specification and good electrical practice.

The quantities in the bill of quantities are not to be used for ordering materials only upon written instruction from *Employers Representative*

All measurements are Nett and Tenderers must allow for wastage in the item rate submitted

6. C2.2 Price List

Example of list to be provided:

CONTRACTOR:

.....
PRINT NAME

.....
SIGNATURE

.....

C3: Scope of Work

7. C3.1 Works Information

1. Project Works Information:

1.1 Description of the works

The Employer (Eskom Holdings SOC Limited) requires the **Repair of the outer perimeter fence as specified in the technical specification document, to be utilized in Transmission North East Grid.**

The scope is as follows:

PLEASE REMEMBER TO ATTACH SPECIFICATION

Employer's Agent duly authorised to administer this Appointment and to whom all related correspondence and copies of invoices shall be addressed is:

a) The Project Manager – Eskom Holding SOC Ltd (Eskom Representative)

PROJECT MANAGER	CONTACT DETAILS

b) *Original* invoices to be sent to: **The Project Manager – Eskom Representative**
 c) Payments:

The assessment for work done on site will be on the 15th day of each month

d) Reporting and invoice requirements are as follows:

Two Weekly Reports

- Executive summary (typical one to two paragraphs).
- Physical progress on all aspects of the project on the Monday of the week before 12:00.
- Performances to date.
- Problems experienced.
- Priorities for the next two weeks.
- Corrective actions necessary and needed.
- Material list required or outstanding from the Employer

Monthly Report

- Physical progress on all aspects of the project on the first working day of each month before 12:00.
- Capital projections report.

Invoices

- The contract number, invoice number and VAT registration number of the Contractor (if applicable) and the Employer's VAT registration number is shown on each invoice.
- A breakdown commensurate with the "prices" is shown on each invoice.
- The *Employer* accepts only original invoices.

Payments

- The assessment for work done on site will be on the 15th day of each month

e) The tenderer's programme shall be based on and shall reflect *inter alia*, the following key dates

Activity No	Activity Description	Key Date
1	Site Handing Over	
2		
3		
4		
5		

1.20 Accounts and Records

In order that the *Project Manager* may assess the amount due at each *assessment date*, the *contractor* is to submit the following information in the format and number of copies stated:

SARS Requirements

- TAX INVOICE should be displayed in a PROMINENT PLACE on all invoices.
- Eskom's name should be stated ""Eskom Holdings SOC Limited."""
- "Mpumalanga Operating Unit" should be displayed.
- Address and VAT registration of the recipient (That means Eskom address and VAT number)
- Name, address and VAT number of the contractor must be displayed.
- An INDIVIDUAL Serial number (Tax invoice number) and DATE issued.
- A description of goods and/or services supplied must be showed on the invoice. Refer to the specific Activity Stage and Item No, as stated in the Price Schedule. Clearly state the quantity or volume of goods or services supplied and the Tender Price for each item, the amount of the current claim for each item, the amount previously claimed for each item and the amount due for each item.
- The quantity or volume of goods or services supplied.
- The VAT amount showed on each invoice.
- Where the contractor is NOT registered for VAT the invoice must state only INVOICE in a prominent place

Examples of Payment Certificates and Tax Invoices for the Eskom NEC Engineering & Construction Short Contract are shown on the next page of this contract.

3. Drawings

Drawing number	Revision	Title

Access to the Eskom Web Page

All contractors must make sure that they can access Eskom Web page at any given time to get the latest drawings and specifications before commencement of any task. Web Access applications can be done through the assistance of Brenda Morrison @ 011 629 5266 or MorrisEF@eskom.co.za

Acknowledgement of Web Access/and or application for Web Access

Repair of the outer perimeter fence at Komatiepoort Sub Station

Ido hereby acknowledge having/applied for access to the Eskom Distribution Website with all Distribution Procedures, Standards and Drawings as they will be listed in the index of the Task Order documents.

I undertake to study and abide by these requirements at all times. If for any reason I cannot access or open any of the files on the web, I will contact the *Employer* immediately.

Contractors Signature:

Signed at: on the day of

4. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements	Latest	
Environmental requirements	Latest	
Site regulations and access control	Latest	
Eskom Distribution Standard Copies available from Eskom Distribution Technology, Technical Administrator, Telephone 011-871 2214. Important Note: where material options (i.e coastal and inland) are available (Refer to Engineering Instruction EI-039-MVL).	Latest	
Engineering Instructions Copies of the relevant Engineering Instructions are available on request.	Latest	
Technical Bulletins As issued by Eskom's Distribution Technology, Simmerpan Copies of the relevant Bulletins are available on request.	Latest	
As-Built Drawings Specifications for As-Built Drawings Microstation Data Levels Standard Microstation Design File Settings As-Built Drawing	Latest	
Environmental Management Environmental Management Programme (EMP) Procedure Environmental Management Policy	Latest	ESKPVAZ1 ESKPAAD6
Quality Quality Requirements for the Procurement of Assets, Goods & Services	Latest	ESKASAAU7
Safety Occupational Health and Safety Requirements to be met by Contractors and Subcontractors Employed by Eskom. Co-ordination of Safety on Capital Projects Standard applicable to Contractors working in Close Proximity to Live Apparatus	Latest	Health & Safety Documents
Management of Substance Abuse	Latest	SCSPVABP4
Business Conduct Suspending Suppliers from Eskom's Supplier Lists Eskom Business Conduct Policy and Guidelines Declaration of Conflict of Interest Copies of the abovementioned documents are not attached but are available from Eskom's Tender Advice Centre,	Latest	ESKADABD7
Technology & Quality Engineering Instruction : Generic Stubby Line	Latest	E1-048-MVL
Authorisation of contractors / Eskom staff	Latest	TDQES001
Standard for a fall arrest system Procedure for using a fall arrest system Specification for a fall arrest system	Latest	SCSASABW3 SCSPVACL6 SCSSCABA5
Checklist of Eskom Qualified Suppliers List of Eskom Qualified Suppliers	Latest	TQSNK008

Repair of the outer perimeter fence at Komatiepoort Sub Station**EMBEDDED DOCUMENTS**

The attached documents form part of this legal binding contract, the *Contractor* confirms that he has familiarized himself with all the embedded documents from 1 to 28 as indicated.

**Do not print and send all of these documents when returning this tender, BUT
Only the one's as specified in the invitation to Tender)**

<u>No</u>	<u>UNIQUE IDENTIFIER</u>	<u>REVISION</u>	<u>DOCUMENT TITLE</u>
1	32 - 136	0	Construction Safety Health And Environmental Management  2_Construction Safety Health and En
2	32 - 727 32 - 726 34-405	0 0 1	Safety, Health, Environment and Quality (SHEQ) Policy 32-727 SHE Requirements for the Eskom Commercial Process Policy: 32-726 RISK MANAGEMENT FILING SYSTEM: 34-405  1_Eskom SHEQ Policy 32-727.pdf  32-726 Standard - Risk.pdf  34-405 RAS standard.pdf
3	34 - 333	1	Health and Safety Requirements to be met by Principal Contractors employed by Eskom Distribution 34-333  4_Health and Safety Requirements to be n
4	32-524	0	Developing a Safety, Health and Environmental Specification  3_Developing a Safety, Health and Ei
5	32 - 421	1	Eskom Cardinal Rules 32-421  5_Eskom Cardinal Rules (32-421).pdf
6	32-846		Operating Regulations For High Voltage Systems 32-846  6_Operating Regulations for High \
7 8 9	34 - 1063	0	Expanded Public Works Report 34-1063.    10_34-1063 EPWP Works Instruction.pdf 11_EPWP Guidelines Second edition 2005. Eskom EPWP report template rev 7.xlsx
10	<u>DST 34-961</u>	0	Legal Appointments And Authorizations  13_Legal Appointments and Au
14 15 16 17	TPC 41-55, DST 34-317 EPC 32-93 & 11TI-019		Transporting persons on back of vehicles     14_Transporting of Passengers on the ba 11_Vehicle and Transportation Mana 12_Vehicle and Driver Safety Manage 13_Technical Instruction 11TI-019
18	DST 34-132	1	Distribution Fire Risk Management  14_Distribution fire risk management 34-:

Repair of the outer perimeter fence at Komatiepoort Sub Station

19	EPC 32-247	0	Procedure For Vegetation Clearance  15_Procedure for Vegetation clearance
20	DST 34-440	1	Selection, Purchase And Storage Of Hazardous Material  16_Selection, purchase and storage
21	PC 32-95	3	Conduct EH&S Incident Management  17_Conduct EH&S Incident Management
22	CONSTRUCTION REG 3		Notification of Construction Work to Department of Labour  6_Notification of Construction Work to
23	CONSTRUCTION REG 4 & 5		Appointment Letters For Client Representative, Principal Contractor & Contractor  7_Appointment letters for Client repr
24 25	OHS Act		Written Agreement On OHS Act Section 37(2) & Standard Clause   8_Written agreement on OHS Act 9_Standard clause Eskom Contracts Secl
26	LTIR	MASTER	Lost Time Injury Report  LTIR Master.xls
27		MASTER	Contractor Performance Evaluation rev 1  PA - Contractors.xlsx
28		MASTER	Lost Time Injury Report  QM-58 Supplier Contract Quality Req

Acknowledgement by Contractor

I/We, do hereby acknowledge having read and understood the above Annexed documents from 1 to 28 in Part C3 of this contract.

I/We undertake to study and abide by these requirements at all time.

Signed at: on the day of20.....

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

5. Constraints on how the Contractor Provides the Works

5.1.1 Meetings

It is envisaged that the Contractor will be attending the following meetings at his own cost:

<u>Meetings</u>	<u>Frequency</u>
Site Inspection (Quality Assurance)	twice a month
Site Meetings	twice a month
Pre-Energising commissioning	once/ zone
Project Closing Out Meeting	once
Final Hand-over	once
Safety Meeting	once a month
Feedback Meeting	Once a month

5.2 Use of standard forms

Contracting parties must use NEC ECSC 3 standard forms available in the Eskom Intranet for the administration of the contract.

Implementation of Eskom policy

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

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

5.4 Expanded Public Works Programme

Description of the works

The project includes the following aspects:

- The erection of the installation, as per the approved design
- The testing and commissioning of the entire installation
- The provision of acceptable marked up signed, stamped and dated "as-built" drawings sag and tension charts, compliance and hand over procedure.
- Making good of house walls where ready-board has been installed.
- The handing over of the installation in a working order with all the necessary administration
- The contractor will fix marketing labels, provided by Eskom, as per the labelling standard, TQCSS005.
- Completing of PCS file for uploading of connections to be done immediately after energization and registering of all connected customers on the Eskom customer management system within 7 days after energization.
- Sealing of all installed customer meters

Repair of the outer perimeter fence at Komatiepoort Sub Station

- The completion of all the necessary administration work in providing the works. (SACS, Planning, Survey, Project Engineering)
- Installation certificate to be completed by a competent resource and to be submitted within 7 days after energization.

Employer's Objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods

Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

The degree to which Contractors are able to embrace these principles must be indicated in the Tenders submitted (see Tender Forms). This aspect of the Works is material and will be evaluated in consideration of the Tenders

To be collected by the Contractor:

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

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

B1 Number	Project level Indicator to be used in monitoring system	Comments
1	Number of people ("Different warm bodies") employed on relevant project	Will be assumed to be equivalent to number of job opportunities created. Will measure the number of people to benefit directly from the EPWP
2	Person-days of employment created	Total number of person days created will be divided by 230 to convert to person years of employment created
3	Minimum wage rate	Since local public bodies may set the wage rate as part of the EPWP to wage rate on a particular project will need to be reported
4	Number of training days provided	Since all workers are entitled to training it is important to ensure that actual training is delivered
5	Overall spending on the project	Will give an indication of how much is actually spent on EPWP projects
6	Demographics of workers on EPWP Projects	The percentages of women, youth and disabled to be reported on.

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

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

KPI	KPI	Method for calculation	Comment
1	Number of Job opportunities created	Assumed to be equal to number of warm bodies employed per project	Will give an indication as to how many unemployed people benefit directly from the EPWP
2	Person years of employment created	Divide the total number of person days of all projects by 230 (Agreed upon number of person days of employment per year)	Indicator that shows the equivalent number of full-time jobs created
3	Number of training days provided	Total sum from all projects	Measure total amount of training provided
4	Overall spending on EPWP projects	Total sum from all projects	Measure total government spending on the EPWP
5	Demographics of	Total sums of the project totals of	Measures the demographics of the

Repair of the outer perimeter fence at Komatiepoort Sub Station

	workers on EPWP projects	women, youth and disabled employed	people benefiting from the EPWP
6	Average length of employment created	Divide person years of employment created (KPI 2) by number of job opportunities (KPI 1)	Also allows comparison between sectors and types of projects
7	Total income paid out to previously unemployed workers	Multiply number of person-days (BI 2) by the minimum wage (BI 3)	
8	Average income of EPWP worker	Divide Total income (KPI 6) by Number of job opportunities (KPI 1)	
9	Average duration of training provided	Divide total number of training days (KPI 3) by number of job opportunities (KPI 1)	Provides an indication of the level of skills build in the programme
10	Percentage of spending paid out to EPWP workers	Divide total income paid out (KPI 6) by Overall spending on EPWP (KPI 4)	Measure the labour intensity of the EPWP

4.6 B-BBEE and preferencing scheme

Eskom have been using ESKADAAT 6 since 2002, with the advent of B-BBEE Act promulgated in January 2004, followed by the Gazetted Codes of Good Practice on February 09, 2007, all the State Owned Enterprises are expected to take an Entity's B-BBEE status into account when:

- Determining qualification criteria for the granting of licences and concessions,
- Developing and implementing a Preferential Procurement Policy,
- Determining qualification criteria for the sale of State – Owned Enterprises,
- Developing criteria for entering into partnerships with Private Sector.

In terms of the new requirements, Eskom would prefer to do business with the Enterprises that are meeting the following requirements:

- **Large Measured Enterprises** ≥ R 35 million, Use of Generic Scorecard is compulsory.
Levels 1 – 4 are the requirements to be classified as B-BBEE suppliers,
- **Qualifying Small Enterprises** R 5 million ≤ R 35 million.
Levels 1 – 4 are requirements to be classified as B-BBEE suppliers.
- **Exempted Micro Enterprises** - Below R 5 million. Copies of the signed Audited Financial Statements accompanied by the company documents are the requirements for this category of suppliers.

It is important to note that Black Women Owned Enterprises take preference in terms of our Procurement hierarchy.

Coupled with the above would be copies of the **valid B-BBEE certificates (full report)** from an Accredited Verification Agencies.

Please note that Eskom reserves the right to conduct its own assessment.

A valid B-BBEE certificate is a Tender Returnable.

4.7 Facilities to be provided by the Contractor

Further to the above clauses the following must be strictly adhered to on inception and award of contract:

The invoice will be certified with the detail, "Tax Invoice" along with the relative Eskom order number and government CSD number stated.

4.8 Title to material from excavation and demolition

The Contractor shall make its own arrangements, to the Employer and the Local Authorities approval for the disposal of all surplus material and construction waste resulting from the Works.

The Contractor has no title to an object of value or of historical or other interest within the site. The Contractor notifies the Project Manager when such an object is found and the Project Manager instructs the Contractor how to deal with it. The Contractor does not move the object without instruction

N/A**4.9 Designs by the *Contractor*****4.9.1 Outline of Work Required by the Contractor****4.9.2 Statutory Requirements & Standards**

All activities shall comply with the statutory requirements and where possible within the ambit of the relevant guidelines, *inter alia*:

The Occupational Health and Safety (OHS) Act 85 of 1993 and Construction Regulations, 18th July 2003

The principles of the Distribution Standards (Eskom)

The requirements of the relevant Eskom Standards in force at the time of tender, i.e. Distribution Standards, Technical Bulletins and Engineering Instructions

The Construction Regulation under Government Gazette No. 25207 of 18 July 2003

The Contractor is to note that should shortcomings appear in the Eskom standards, these are to be highlighted, and proposals offered, and allowances for changes based on these proposals are to be included in the tender.

The Contractor must make generic Health & Safety Plan and Health & Safety Competency information available to Eskom Risk for evaluation on acceptance of tender or provide relevant documentation indicating accreditation.

N/A**Contractor Requirements / Registration**

The Contractor must ensure compliance with the following requirements / registration:

- Wireman's Licence
- Electricity Contractors Board Registration
- Operation Regulation for High Voltage Systems
- Appointment of a responsible person in terms of the Occupational Health and Safety Act , Act 85 of 1993

N/A

4.9.3 Materials

All materials offered are to conform to the **Eskom Buyer's Guide Part 9** and they are to be procured from **Eskom Preferred Suppliers** (Refer to document **TQSNC008** listed under section 3, Specifications), and shall be new and of the best quality. Any deviation or variance from the above to be approved by the Technology & Quality Department prior to implementation.

Material options will be determined in accordance with the Distribution Standard packages. Where specific site circumstances require non-standard material application and / or due to shortcomings of the standard package, the designer / contractor shall develop "ad hoc" packages to submit these to Eskom Technology & Quality Department for approval before implementation.

Where materials other than those in the standard design packages are offered, the "Tendered material and Technique" schedule shall be completed as part of the tender.

In addition to the Buyer's Guide, all bare conductor shall comply with the Eskom Distribution Technology Standard SCSSCAAY5 Rev 1"Specification for Phase Conductor for Distribution Lines" February 2001.

4.9.4 Refurbished Materials

Only new material will be tendered on in the main offer.

4.9.6 Restriction Applicable to the Contractor**Eskom Procedures, Directives & Policies**

The Contractor must ensure compliance with all applicable Eskom Procedures, Directives and Policies

4.9.7 Plant and Materials, Including Materials Supplied by the Employer**4.9.8 Offloading, Stacking and Liability for Breakages**

The Contractor will be required, at his own expense; to make all arrangements for offloading and carefully stacking all plant delivered under this contract at the Site of the Works. The offloading and stacking shall be carried out strictly in accordance with the requirements of the Employers representative so as to permit a thorough and careful examination and testing of all items for breakages, fractures, etc, and any routine maintenance that may be required during storage and that will be carried out by the Contractor under this Contract.

The Contractor shall be fully responsible for the protection of all plant delivered by him to Site in accordance with the requirements of the Conditions of Contract. The tendered price submitted by the Tenderer shall be deemed to cover the provision of security during the installation and commissioning phases.

N/A

4.9.9 Inspection at Site

All materials and plant will be carefully examined upon delivery at the Site by the Contractor and the Clerk of Works. All items showing defects or damage of any description shall be laid aside as being not in accordance with the requirements of the Contract and these shall be removed and repaired or replaced by the Contractor at his own cost.

Plant or materials supplied by the Employer will be examined and laid aside, but not removed, repaired or replaced at the Contractors cost

N/A**4.9.10 Equipment and Structures**

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

N/A**4.9.11 Site Visits**

A site diary will be signed by all personnel visiting the site. Deviations will be reported to the Project Manager.

(Eskom personnel will be granted full and unconditional access.)

. N/A**4.9.16 Specification for “As-Built” Plans (Rev. 4 1999-10-25)****Main Objective**

The main objective behind the requirement for the provision by the Contractor of “as-built” information is to provide the computerised mapping service for the Marketing, Planning, Survey Records, and Construction and Maintenance of Urban/Rural reticulation projects. The Contractor is to mark-up the construction drawings with all changes on site showing the as-built configuration and these are to be submitted to Eskom survey for the creation of the as-built drawings.

N/A**4.9.17 Reporting**

The *Contractor* is referred to the required Progress Report Format, as per the above. The form compares the “Planned” progress at the start of the project with the actual progress achieved.

N/A**4.10 REQUIREMENTS FOR THE PROGRAMME**

Repair of the outer perimeter fence at Komatiepoort Sub Station

The contractor is to provide a detailed construction programme in the form of an activity schedule which itemizes the works and showing the start and completion dates shall be submitted to the employer representative within 14 days of receiving the appointment.

The following feedback is also required by the above-mentioned responsible person:
Physical progress on all aspects of the project will be required every Thursday before 12h00.

A daily log shall be kept and completed daily. Eskom's quality assurance document shall be kept on site by Eskom's clerk of works and shall be updated as work progress.

N/A

4.10.1 Employer's Health and Safety

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

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

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

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

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

DISADABQ9 - Access to Farms

SCSPVABM9 - Co-ordination of Safety on Capital Projects

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

In carrying out its obligations to the Employer in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the Contractor complies and procures and ensures the compliance by its employees, agents, Subcontractors and mandatories with:

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and
- the Eskom "Safety, Health and Environmental Requirements for Contractors" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the Contractor (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the Employer and all amendments will be provided in writing to the Contractor. The Contractor complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and
- the health and safety plan prepared by the Contractor in accordance with the SHEQ Requirements. (The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)
- The Contractor, at all times, considers itself to be the "Employer" for the purposes of the OHSA and shall not consider itself under the supervision or management of the Employer with regard to compliance with the SHEQ Requirements, the Contractor shall furthermore not consider itself to be a subordinate or under the supervision of the Employer in respect of these matters. The Contractor is at all times responsible for the supervision of its employees, agents, Subcontractors

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and mandatories and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

The Contractor ensures that all statutory appointments and appointments required by any *Eskom* Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees.

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

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the Contractor;
- refuse any employee, Subcontractor or agent of the Contractor access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- issues the *Contractor* with a stop order should the Employer become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.
- The Contractor immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the Project Manager.
- The Contractor appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.
- The Contractor confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Subcontractors or mandatories with the SHEQ Requirements while providing the Works in terms of this contract. As such, the Contractor confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the Contractor and the Employer regarding health and safety for the purposes of section 37(2) of the OHSA.
- The Contractor agrees that the Employer is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the Contractor, and the Contractor's employees, agents or Subcontractors, to the extent permitted by the OHSA.
- The Contractor hereby indemnifies the Employer and holds the Employer harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Employer and/or suffered or incurred by the Employer (as the case may be) as a result of, any failure of the Contractor, its employees, agents, Subcontractors and/or mandatories to comply with their obligations in terms of this clause 18, and/or the failure of the Employer to procure the compliance by the Contractor, its employees, agents, Subcontractors and/or mandatories with their responsibilities and/or obligations in terms of or arising from the OHSA.

N/A

4.10.2 Health and Safety Plan:

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

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

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

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I/Wewill prepare and submit Health and Safety Plan to Project Co-ordinator before the commencement of each Task and Resource Capacity Schedule, as per the following in details:-

1. Authorised Persons for High Voltage Authorisation and LV Switching providing the ID Numbers of the authorised person/s with the permit/ certification date or number and the date of expiry.
2. Safety Representatives and First Aiders names, providing their ID Numbers and details of certification.
3. Serial numbers, calibration certificates and expiry dates of the tested tools and equipment.
4. Make, model and registration number of vehicles to be used.

Contractors Signature:

Subcontracting

Contractors are requested to submit names of proposed “Subcontractors” to be utilized on this project. Contractors are advised that only Eskom Approved Consultants and Contractors who have completed the necessary Eskom Contractor Training & Accreditation may be used.

Subcontractor	Section of Work to be Subcontracted	Vendor No.

N/A

4.11 HANOVER

The Clerk of works may inspect all medium voltage and low voltage lines as detailed below prior to the agreed outage date negotiated with Field Services.

The pole to pole checklist is to be completed in detail for every structure by the Contractor and made available to the Clerk of works at least three days prior to the outage date.

The completed pole to pole checklist must be verified by the Clerk of works and Field Services at least one day prior to the outage.

The Hand over certificate will be completed and signed on the day of the outage

The Hand over certificate will be completed by all the relevant personal and signed by the contractor, Clerk of works and Field Services.

The contractor is responsible to supply the following fully detailed and completed information that will be used to determine the quality of the workmanship:

- Name plate details of asset, e.g. transformers, breakers, etc.
- Transformer serial number
- Year of manufacture
- Completed quality checklists per structure
- For meter changes, the final meter reading

When the project is energized and handed over, the list of original documents as listed below signed by Field Services, Clerk of works as well as Contractor must be handed to the Employers representative:

Repair of the outer perimeter fence at Komatiepoort Sub Station

- All Contractor quality checklists
- COW random checklists
- Hand-over certificate

The contractor will ensure completion of the checklists contained in annexure B of document TQRRP020 Rev.2 as well as the asset and customer information contained in SCSASABZ1.

As soon as the Contractor has handed over all of the plant and equipment that has been supplied, installed, satisfactorily tested, and commissioned as a complete unit in proper working order in accordance with the specifications and the General Conditions of Contract, the Certificate of Completion will be issued.

If any significant item(s) of plant or equipment fails to perform to the approval of the *Employer* and the *Contractor* is unable, within three months of the prescribed date, to rectify the matter, the Employer retains the right to reject the item(s) and to instruct the Contractor to remove, at his own cost, all such plant and/or equipment after refunding to the Employer any or all monies which may at that time have been paid to the *Contractor* or otherwise expended.

4.12 FINAL ACCOUNTS

The Final Account must be mutually agreed as soon as practically possible after contract completion but not later than 2 months after completion. Failure to do so may result in forfeiture of monies due as the project will be FRA'd (Finalisation Release Approval) and closed.

4.13 HEALTH AND SAFETY RISK ASSESSMENT

In order to maintain occupational health and safety at the highest possible level, all hazards have to be identified and then either be eliminated, reduced or controlled in a reasonable manner. The RISK VALUES associated with identified hazards are merely an indicator in respect to the priorities to be allocated towards the management thereof.

It is important to note that, although Infinity Alliance (Pty) Ltd & Eskom Environmental Representative have taken all reasonable steps to ensure that all hazards of a significant nature have been identified, it cannot be guaranteed that all such hazards were identified. Infinity Alliance (Pty) Ltd & Eskom Environmental Representative's will, however, be prepared to give clarity on any other issues that may be identified after this hazard identification and associated risk assessment.

Construction Safety

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

Repair of the outer perimeter fence at Komatiepoort Sub Station

- The safety of the Contractors personnel and employees acquire precedence over the construction works.
- Contractor to assess and make provision for security services to protect the demolished material should the need arise.

Life Saving Rules (Refer to the attached document)

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

The five Eskom Life Saving (CARDINAL)Rules are as follows:

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

ACCEPTANCE NOTE:

I/WE HEREBY ACCEPT THE ABOVE TERM FOR BREACHING
OF THE LIFE SAVING (CARDINAL) RULES.

Contractors Signature:

SIGNED BY: _____ / _____ / _____ /

Compensation for Occupational Injury and Diseases Act

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

N/A

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

Medium to difficult, Contractor to be aware of customer premises access.

The Contractor will receive Wayleaves for access to certain areas that requires permit.

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

Temperatures	
Rainfall	
Vegetation	
Agriculture	
Topography	
Soil type	

N/A

3. Hidden and other services within the *site*

The Contractor shall be aware of existing MV infrastructure around the project.

N/A

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

The Contractor must familiarise himself with buildings within the project and existing structures.

N/A

Guidelines of Compiling an Environmental Policy**7.1.2. Environmental policy**

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

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

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

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

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

N/A**7.1.3. 4.2a) is appropriate to the nature, scale and environmental impacts of its activities, products or services;**

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

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

N/A**7.1.4. 4.2b) includes a commitment to continual improvement and prevention of pollution;**

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

N/A**7.1.5. 4.2c) includes a commitment to comply with relevant environmental legislation and regulations,**

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

Exceptions to this are where:

- a) *The authorities have been informed of the non-compliance in writing;*

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- b) A corrective action programme is in place;
- c) Evidence is available that the authorities have accepted the corrective action programme;
- d) Evidence is available that the corrective action programme is being implemented.

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

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

N/A

7.1.6. 4.2c) and with other requirements to which the organization subscribes;

The “other requirements” may include:

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

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

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

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

N/A

7.1.7. 4.2d) provides the framework for setting and reviewing environmental objectives and targets;

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

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

N/A

7.1.8. 4.2e) is documented, implemented and maintained ...

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

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

Policies tend to set long-term goals.

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

The policy must be reviewed periodically – at least annually.

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

N/A

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

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

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

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

N/A

7.1.9. 4.2g) is available to the public

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

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

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

N/A

7.1.10. 4.2.1 Key component of the policy

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

The policy should:

- Be relevant and straightforward;
- Relay that protection of the environment is a top priority of the organization;

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

N/A**7.1.11. 4.2.2 Communication, promotion and support of policy**

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

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

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

N/A

ANNEXURE 1

PROCESS TO INITIATE WORK FOR THE CONTRACTORS

**POPULATED UNSIGNED TASK ORDER ISSUED
TO CONTRACTOR BY PROJECT CO-
ORDINATOR (PC).**

(1 DAY)

**MEETING WITH CONTRACTOR AND PC TO
DISCUSS TASK ORDER AND OR MAKE AGREED
UPON CHANGES**

(5 DAY)

↓

**Eskom CONTRACTOR MUST ACCEPT or REJECT
THE Quotation**

(1 DAY)

↓

**Eskom CONTRACT MANAGEMENT WILL
PROCESS quotation TASK ORDER ON SAP AND
ISSUE A 4500 NUMBER (order number)**

ANNEXURE 2**CONTRACTOR PAYMENT PROCESS****The Process:****Invoicing**

The invoice will be certified with the detail, “Tax Invoice” along with the relative Eskom order number and government CSD number stated.

1. COW verifies work done on site

At completion of each Task Order execution, the contractor together with the Clerk of Works must immediately verify on site the quality and quantity of work successfully done. Upon agreeing, a contractor may prepare an assessment certificate which must first be signed by the COW as a proof of complete site assessment done.

2. Project Coordinator approves the verified work done

The contractor may now submit the assessment certificate to PED for Project Coordinator's approval and capturing thereof by the Project Controller. At the same time, an excel copy of this certificate may now be sent to Contracts Management Services via e-mail together with all other supporting documents attached in the same e-mail.

CMS (Quantity Surveyor or the Contracts Administrator) will now verify the rates used in preparation of the Service Entry creation. Contractor will now be advised directly should there be any need for corrections.

The Project Coordinator will now approve assessment certificate.

3. Project Controller aligns the commitment value and assessment value on the system

The Project Controller will align the commitment on SAP and send the signed copy to CMS for Service Entry creation.

4. Quantity Surveyor/ Contracts Administrator creates Service Entry

The Quantity Surveyor or Contracts Administrator will create the service entry and alert the Programme Manager to release it on the system.

5. Programme Manager Release Service Entry

A Goods Receipt number will be generated.

6. PED office communicates the GR number to the contractor

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Upon release of the service entry, the project office will notify the contractor of the GR number created, the correct PO number and the line number used.

7. Contractor submits the invoice to FSS

The contractor may now send its invoice to Finance Shared Services (FSS). Contractors may request a parked invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. All queries and follow up on invoice payments should be made by contacting the FSS Contact Centre:

Tel: +27 11 800 5060

E-mail: fss@eskom.co.za

CMS e-mail addresses for electronic submission of the assessments:

Mbombela Zone:

Lwandlekazi Guzana: GuzanaLU@eskom.co.za

Gerhard Van Niekerk: vNiekeGF@eskom.co.za

Emalahleni Zone:

Lungisa Mase: MasePL@eskom.co.za

Obakeng Mokwena: MokwenOP@eskom.co.za

Khumo Makete: MaketeKA@eskom.co.za

Ermelo Zone:

Sue Maila: MailaSK@eskom.co.za

Lerato Etsane: EtsaneL@eskom.co.za

Manager Contracts Management Services

I _____ (Name in lock letters) _____ (Role) of _____
(Company name and Vendor number) herewith acknowledge receipt
of this memo relating to *Verification of Work Assessments* and I understand the guidelines set out in
this document.

Signature: _____

Date: _____

ESKOM DISTRIBUTION ACCIDENT/INCIDENT NOTIFICATION FLASH REPORT**ACCIDENT / INCIDENT REGISTER NO**PART 1 – TO BE COMPLETED FOR ALL ACCIDENTS / INCIDENTS:ESKOM PUBLIC CONTRACTOR CASUAL/TEMP POOL COMPANY CAR SCHEME HIRED/PRIVATE

FIRST AID	ELECTRICAL CONTACT
MEDICAL	EQUIPMENT DAMAGE
FATAL	THEFT
LOST TIME INJURY	ENVIRONMENTAL
OCCUPATIONAL DISEASE	FIRE
VEHICLE ACCIDENT	NEAR MISS
STORM DAMAGE	ON DUTY
OTHER ()	OFF DUTY

NAME OF PERSON INVOLVED	
UNIQUE NUMBER OR IDENTITY NUMBER	
NATURE OF INJURIES SUSTAINED	
UNIT/SECTION/DEPARTMENT	
DATE OF ACCIDENT/INCIDENT	
LOCATION OF INCIDENT/ACCIDENT	
MANAGER/SUPERVISOR	
TELEPHONE NUMBER	
FAX NUMBER	

FULL DESCRIPTION OF ACCIDENT/INCIDENT

WHAT IMMEDIATE ACTION IS TAKEN TO PREVENT SIMILAR INCIDENT IN FUTURE?

SUBSTANCE ABUSE TEST DONE	YES	NO
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PART 2 – TO BE COMPLETED FOR PUBLIC / CONTRACTOR / LIVESTOCK ACCIDENTS

LOW HANGING CONDUCTOR / CONDUCTOR ON GROUND		
IRRIGATION PIPE INTO LINE		
TELKOM LINE INTO ESKOM LINE		
EXTERNAL / SUB-CONTRACTOR		
UNLAWFUL ENTRY / VANDALISM		
CRANE INTO LINE		
TREE ON LINE		
ESKOM VEHICLE INVOLVED		

Repair of the outer perimeter fence at Komatiepoort Sub StationPART 3 – TO BE COMPLETED FOR ALL VEHICLE ACCIDENTS

ESKOM DRIVER & UNIQUE NUMBER	
ESKOM VEHICLE REGISTRATION NUMBER	
DAMAGES TO ESKOM VEHICLE	
THIRD PARTY REGISTRATION NUMBER	
DRIVER OF 3 RD PARTY VEHICLE	
TELEPHONE NUMBER OF 3 RD PARTY	
NAME OF WITNESS	
WITNESS TELEPHONE NUMBER	

PART 4 – TO BE COMPLETED FOR ALL ELECTRICAL CONTACTS

DD SHEET NUMBER	
LINE CLEARANCE	
SUB STATION AND NETWORK	
SECTION BREAKERS	
TEE LINE	
ESKOM VOLTAGE	
BEFORE THE METER	
BEYOND THE METER	

PART 5 – TO BE COMPLETED FOR ALL INCIDENTS / ACCIDENTS

FULL NAME OF PERSON REPORTING INCIDENT	
NAME OF SAFETY REP REPORTED TO	
TELEPHONE NUMBER	
FAX NUMBER	
DATE OF REPORTING INCIDENT / ACCIDENT	
TIME OF INCIDENT / ACCIDENT	

PART 6 – TO BE COMPLETED FOR ALL MEDICAL AND LOST TIME INJURIES

NAME OF ATTENDING DOCTOR	
NAME HOSPITAL TAKEN TO	
TELEPHONE NUMBER OF DOCTOR / HOSPITAL	
FAX NUMBER OF DOCTOR / HOSPITAL	
DATE OF TREATMENT RECEIVED	
TIME OF TREATMENT RECEIVED	