



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and

for Replace Fencing at Storm Water Dams at Gourikwa Power Station

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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 procurement of:

Replace Fencing at Storm Water Dams at Gourikwa Power Station

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

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

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 14% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

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

Signature(s)

Name(s) _____

Capacity _____

For the tenderer: _____
(Insert name and address of organisation)

Name & signature of witness _____ Date _____

Tenderer's CIDB registration number: _____

1.2 Acceptance

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

The terms of the Contract, are contained in:

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

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness


Date

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

1.3 Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

1.3.1.1 **For the tenderer:**

1.3.1.2 **For the Employer**

Signature

.....

Name

.....

Capacity

.....

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

(Insert name and address of organisation)

Name & signature of witness

.....

Date

.....

2 C1.2 Contract Data

2.1 Data provided by the *Employer*

2.2

2.3 Statement

2.4 Data

2.5 General		2.6
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ¹ is (Name):	George Jordaan
	Address	Gourikwa Power Station
	Tel No.	(044) 606 3496
	Fax No.	
	E-mail address	JordaaG@eskom.co.za
11.2(11)	The <i>works</i> are	Replace Fencing at Storm Water Dams at Gourikwa Power 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 <i>site</i> is	Gourikwa PS Mossel Bay
30.1	The <i>starting date</i> is.	Contract Award
11.2(2)	The <i>completion date</i> is.	Contract end date
13.2	The <i>period for reply</i> is	2 days
40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	2 days
50.1	The <i>assessment day</i> is the	Completion day
50.5	The <i>delay damages</i> are	R1000 per day up to a maximum of 10% of the Contract Value

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

50.6	The retention is	10% of Contract value (maximum 12 months after completion)
51.2	The interest rate on late payment is	0.5%
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the applicable "Format ECSC3" policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
82.1	The <i>Employer</i> provides this insurance	as stated for "Format ECSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (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 <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	Arbitration.

The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
The place where arbitration is to be held is	South Africa
The person or organisation who will choose an arbitrator	
- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013)²³ and the following additional conditions Z1 to Z11 which always apply:

Z1 Cession delegation and assignment

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

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

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

² If June 2005 Edition applies, delete April 2013 and insert June 2005

³ State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

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

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

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

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to clause 12.2:

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

Z6 Health, safety and the environment

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the works. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;

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

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

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

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

Z8 Notifying compensation events

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

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

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

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

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

Z11 Addition to Clause 50.5

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

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

Annexure A: Insurance provided by the Employer

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

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

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

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

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

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

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

C2 Pricing Data

3 C2.1 Pricing assumptions

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.

4 C2.2 Price List

No.	Description	Unit	Quantity	Rate	Price
A	SECTION A: PRELIMINARY AND GENERAL				
A1	P&G's	Sum	1		
A2	Site offices and storage shed/container	Sum	1		
A3	Latrine/Toilet Facilities	Sum	1		
A4	Tools and equipment	Sum	1		
A5	Establishment of plant on site	Sum	1		
A.6	Safety file & Medicals	Sum	1		
		SECTION A: SUB TOTAL			
B	SECTION B: SCOPE OF WORK				
	2,45m HIGH SECURITY FENCE WITH 0,45m OVERHANG				
B1	Remove old fencing and poles, except for the two main post (100mm) and gates at the main entrance	Sum	1		
B2	Four (4) strands of 3,15mm diameter straining wires tied/bolted to posts, etc.	meter	4 X 465		
B3	Three (3) strands of 3,15mm diameter single strand barbed wires tied/bolted to posts, etc.	meter	3 X 465		
B4	2m High x 50mm mesh galvanized chain link fencing (diamond mesh) formed of 2,5mm diameter wire, bound to straining wires with 2mm galvanized binding wire	meter	465		
B4	50mm Diameter x 2mm wall thickness galvanized cranked tubular intermediate posts 3,05m girth at 3m centres, inserted into ground with cover not less than 600mm and concrete base 450mm thick. Included a welded lug 40x40x5 with a 12 hole in the	each	145		

	centre of the lug, the lug must be welded 650mm from the base of the post and will be used for earthing.				
B5	76mm Diameter x 3mm wall thickness galvanized cranked tubular corner and straining posts 3,05m girth at not exceeding 90m centres inserted into ground with cover not less than 600mm and concrete base 450mm thick.	each	9		
B6	50mm Diameter x 2mm wall thickness galvanized tubular stays 2,6m long fixed to straining, corner and gate posts, inserted into ground with cover not less than 600mm and concrete base 450mm thick and bolted at top with and including 12mm diameter galvanized bolt.	each	18		
B7	12mm Diameter x 300mm long galvanized eyebolts are required to tighten straining and barbed wires.	each	70		
		SECTION B: SUB TOTAL			
		GRAND TOTAL (A + B)			

C3: Scope of Work

5 C3.1 Works Information

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1 Description of the works

The *Works* make provision for the removal and replace of fencing at the Storm Water Dams at Gourikwa Power Station.

1.1 Scope

The scope of work includes the following:

2,45m HIGH SECURITY FENCE WITH 0,45m OVERHANG

- Old fencing and poles must be removed, except for the two post and gates at the main entrance
- New fencing boundary need to be optimally layout to ensure that there is no need to excavate the old concrete base and must have a marginal offset to the current footprint.
- Four (4) strands of 3,15mm diameter straining wires tied/bolted to posts, etc. [4off x 465m]
- Three (3) strands of 3,15mm diameter single strand barbed wires tied/bolted to posts, etc. [3off x 465m]
- 2m High x 50mm mesh galvanized chain link fencing (diamond mesh) formed of 2,5mm diameter wire, bound to straining wires with 2mm galvanized binding wire [465m]
- 50mm Diameter x 2mm wall thickness galvanized cranked tubular intermediate posts 3,05m girth at 3m centres, inserted into ground with cover not less than 600mm and concrete base 450mm thick. Included a welded lug 40x40x5 with a 12 hole in the centre of the lug, the lug must be welded 650mm from the base of the post and will be used for earthing. [145off]
- 76mm Diameter x 3mm wall thickness galvanized cranked tubular corner and straining posts 3,05m girth at not exceeding 90m centres inserted into ground with cover not less than 600mm and concrete base 450mm thick. [9off]
- 50mm Diameter x 2mm wall thickness galvanized tubular stays 2,6m long fixed to straining, corner and gate posts, inserted into ground with cover not less than 600mm and concrete base 450mm thick and bolted at top with and including 12mm diameter galvanized bolt. [18off]
- 12mm Diameter x 300mm long galvanized eyebolts are required to tighten straining and barbed wires. [70off]
- Concrete bases to be of 20/19mm MPa concrete.

1.2 Quality management

The quality requirements are as per Eskom Standard GGS 0462: QUALITY REQUIREMENTS FOR ENGINEERING AND CONSTRUCTION WORKS.

The Contractor defines the level of QA/QC or inspection imposed on his Sub-Contractors and suppliers.

The programming of inspections, hold and witness points is agreed between the Employer and the Contractor prior to undertaking any work.

1.3 Safety management

The Contractor takes every precaution to ensure safety and to protect the Works and temporary Works.

The Contractor must submit a detailed Safety Health and Environmental Plan as required by the Construction regulations.

The Contractor is responsible for the safety and security of his personnel, materials on site and the Works at all times.

The Contractor adheres to the safety regulations pertaining to the power station.

The Contractor provides all the required safety and personal protective equipment to his staff for the duration of the contract. Safety barriers and access scaffolding is temporary Works and are the responsibility of the Contractor.

The Contractor complies with the requirements of the Construction Regulation, 2003 No. R1010 of the Act, and forwards proof of Notification of Construction Works to the Department of Labour as required in the Construction regulations.

The Contractor and his personnel attend an induction meeting on site and sign the attendance sheet provided as proof of attendance.

Contractor Index for safety file:

1. Notification of construction work to the Inspector of Manpower
2. A valid letter of good standing with the compensation Commissioner and registration number & SARS Certificate.
3. Mandatory Agreement 37 (2).
4. Organisational Structure
5. Certification of Registration (ISO 9001 Certificate)
6. Statutory Appointment letter 4 (1)
 - 6.1 Appointment of 16 (2)
 - 6.2 Supervisor 6(1)
 - 6.3 SHE Reps
 - 6.4 First Aider
 - 6.5 Fire Fighter
 - 6.6 Incident Investigator
 - 6.7 Appointment of contractors
7. Medical certificates of fitness
8. The approved Health and safety plan
9. Risk Assessment – Monitoring plan – Review plan – Planned task Observation
10. Fall protection Plan (Please include rescue plan, the respond during the emergency if a person fall from heights)
 - 10.1 Risk assessment for working at heights
 - 10.2 Medical (physical and psychological fitness)
 - 10.3 Programme for the training of employees working at heights
 - 10.4 The procedure addressing the inspection testing and maintenance of fall protection equipment.
11. Accident and Incident reports
12. Training syllabus including:
 - 12.1 Induction training
 - 12.2 Specific safety training e.g. working from elevated position, confined spaces
 - 12.3 Risk assessment
 - 12.4 Fall protection plan
 - 12.5 First aid

- 12.6 Other specific safety training
- 13. Training attendance register, signed by all persons trained
- 14. Certificate of competency
- 15. MSDS (Material Safety Data Sheet) - Hazardous Chemical substance register.
- 16. PPE register only for the people on site
- 17. Records of inspections:
 - 17.1 Safety harness register
 - 17.2 Check list of tools/machine
- 18. Safe work procedure and task method statement
- 19. Emergency number
- 20. Daily toolbox talk
- 21. Calibration certificate
- 22. Specification from principal contractor

The safety file must be submitted on site before work can commence.

1.4 Environmental Management

The Contractor's attention is drawn to the fact that the Power Station is situated in a highly sensitive area with respect to the environment.

The Contractor acquaints himself with all statutory and local environmental regulations and adheres to these without exception.

The Contractor complies with the Hazardous Chemical Regulations when using any hazardous chemicals, as well as complying with the requirements of the National Environmental Management Act of 1988.

1.5 Installation

1.5.1 Before work starts on Site, a site inaugural meeting is held between the Contractor and the Employer, where details of the Works are discussed and clarified

1.5.2 The *Contractor's* Site Supervisor is on site for the entire duration of the Works.

1.6 Security

General access to the power station complex is controlled and it is mandatory that the *Contractor* adheres to all security regulation in force during the period of the contract.

1.7 Restricted Areas

The Contractor satisfies himself with the site conditions

1.8 Other Construction Activities

The Contractor notes that there may be other work taking place during the period when he is providing the Works and liaises with the other Contractors in this regard.

- Before work starts on Site, a site inaugural meeting is held between the Supplier and the Employer, where details of the Works are discussed and clarified
- The Supplier's Site Supervisor is on site for the entire duration of the Works.

1.9 Site Clearance

The *Supplier* removes all his equipment, plant and waste generated during the *Works* on takeover of the Works.

1.10 Training

No training is required, however the *Supplier* informs the *Employer* of any extraordinary issues or situation.

1.11 Completion

Completion is when:

- The *Works* has been taken over
- The site is cleared
- All as-built documentation described is accepted and copies provided.

2. Drawings

Drawing number	Revision	Title

3. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		√
Environmental requirements		√
Site regulations and access control		
GGR 0992 Eskom Plant Safety Regulations		√
32/421 Eskom Life Saving Rules		√
GGG 0462 Quality requirements for engineering and construction work		√
Occupational Health and Safety Act and Regulations 85 of 1993 (OHSA)	1993	√
R1010 Construction Regulations		√
National Environmental Management Act of 1988		√
36-681 Generation Plant Safety Regulations		
<u>Technical specifications:</u>		

SANS 1200 series SANS Series Standardized Specifications for Civil Engineering	Latest	√
SANS 1200 A General		√
SANS 1200 C Site Clearance		√
SANS 1200 DA Earthworks (small works)		√
SANS 1200 DB		√
SANS 1200 G Concrete (structural))	1982	√
SANS 1200 M Roads (general)		√
SANS 1200 ME Subbase		√
SANS 1200 MF Base		√
SANS 1200 MH Asphalt base and surfacing		√
SANS 1200 MM Ancillary Roadworks		√
QM 58Supplier Contract Quality Requirements Specification	Latest	√
National Building Regulations and Building Standards Act		√
SANS10400 The application of the National Building Regulations		√
SANS 10400A General principles and requirements		√
SANS 10400D Public safety		√
SANS 10400F Site operations		√
SANS 10400G Excavations		√

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

4.1 Meetings

Before any work commence on site the Contractor and all staff is to attend the site induction. The Contractor is to allow 2 hours for this. All personal will be required to submit copies of their identity documentation at this point.

The Contractor will be required to sign on to the workers register each morning and sign out each afternoon. A responsible person (RP) will be appointed by site and will be responsible for the area where the Works is taking place. The RP will be responsible for ensuring that everyone signs on and off the register, ensure that everyone is aware of the Eskom rules and will confirm that the area is still safe for work.

The contract is to hold a toolbox talk each morning before commencing with the works to discuss the previous day's work and to ensure that everyone understands what is required of them during the phase of construction.

Weekly meetings to include early warning and compensation event meetings, safety and planning meetings

4.2 Use of standard forms

Standard forms to be used by the Contractor in the administration of the contract, for example early warning and compensation event notifications.

4.3 Invoicing and payment

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

The Employer's Representative assesses payments with the Contractor on completion of the works and prior to submission of the invoices for payment.

Electronic Invoices in PDF format are submitted to Invoiceseskomlocal@eskom.co.za

The Project Manager to be copied in on all electronic invoices emailed.

Failure to submit the invoice to the correct address could result in delays in payment.

It is recommended that a copy of the assessment certificate is submitted with the invoice

The Contractor includes the following on the Contractor's Tax Invoice:

Name and address of Contractor's;

- Contractor's VAT registration number if applicable;
- Contractor's company registration number if applicable;
- Contractor's banking details;
- Name and address of recipient;
- Tax invoice number and date of issue;
- Description of goods/service provided;
- Relevant Goods Receipt/ Service Entry number;
- Quantity or volume of goods/services;
- Period time for which the Tax Invoice is being rendered;
- Contract Number (commencing with a 46 prefix);
- Relevant Task Order Number (commencing with a 45 prefix);
- Relevant line item number;
- Statement whether value added tax is included or excluded;
- Employer's VAT registration no. 4740 101 508 and
- Invoices to be made out to Eskom Holdings SOC Ltd

4.4 Records of Defined Cost

The Employer requires the Contractor to keep records of amounts paid by him for people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor and Equipment This is done in order to substantiate the Defined Cost of compensation events during audits that are undertaken internally.

These records must be kept for a period of up to 5 years.

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

The *Contractor* shall keep accurate records and provide the *Employer* 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.

4.6 Facilities to be provided by the Contractor

If required the Contractor is required to provide his own containers to be used as an office or for storage.

- The Contractor supplies all tools and equipment for the Works including safety harnesses approved by the Employer and step ladders with their inspection records.

4.7 Title to material from excavation and demolition

All fencing and poles is the property of Eskom and the Contractor need to remove and store in the designated area. All spoil material generated by the Works, is disposed of by the Contractor at the municipal designated dumping site, and the Contractor must provide proof or certificate.

4.8 Design by the Contractor

Not Applicable

5. Requirements for the programme

The Contractor submits a bar (Gantt) chart program in MS Project format as well as PDF format, detailing how the Works is executed within the stipulated dates, including weekends and public holidays. Additionally the programme shall comply with the requirements of Clause 31 of NEC 3 Engineering and Construction Contract 2005 The programme indicates links between activities and will include the following:

- Proposed time to complete the activities as per the scope of work, this includes the manufacturing processes and construction phases.
- Survey, record, prepare, clean, fabrication construction and installation of the pedestrian gate, turnstile gate, paving walkways and sidewalks, walkway canopy and the front door weather shelter.
- Health, Safety and Environmental considerations.
- Availability for testing (Materials, welds, cure periods) etc.

The Contractor takes full cognizance of the risks and obligations in terms of the contract. The program will be subject to acceptance by the Project Manager.

If the program has to be revised because the Contractor is falling behind, the Contractor shall submit a revised program showing the intended activities for meeting the completion date. Any proposal by the Contractor to increase the tempo of the works must incorporate positive steps to increase production either by the provision of more labour and plant on the site or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the program or revised program shall be sufficient reason for the Employer to take steps as set out in the conditions of contract.

Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Employer's approval.

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

The Employer provides the following for the purposes of the works:

a) General

Access to the Power Station is restricted to authorized personnel only. All Contractors' staff is required to be cleared by security. Contractor gives 24hrs notice to the Employer of his intention to enter security controlled areas.

As the works are performed within an operating power station environment, the Contractor liaises and interacts with the power station operating staff and from time to time all other Contractors working on other projects. The Contractor ensures that access routes remain open throughout the period of construction.

b) Source of Water Supply

The nearest potable water connections will be indicated but it is the Contractor's responsibility to arrange for all such services required in the execution of the works. No warranty is offered or given by the Employer that the existing water supply availability will not be adequate for the Contractor's purposes nor is that such supply in any way guaranteed.

All water for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials.

c) Source of Power Supply

The nearest electrical power supply will be indicated but it is the Contractor's responsibility to arrange for all such services required in the execution of the works. No warranty is offered or given by the Employer that the existing electrical supply availability will be adequate for the Contractor's purposes nor is that supply in any way guaranteed.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulation.

d) Ablution Facilities

Will not be provided.

e) Telephones

No telephones will be provided.

The Contractor shall make arrangements for his own telephone facilities.

f) Spoil Area

No spoil area will be provided. (To be discussed at the inaugural meeting)

The Contractor shall make arrangements for the disposal of waste.

g) Site Induction

The Employer performs a Safety and Environmental induction on site.

This will be arranged prior to commencement of the work.

h) Store Yard

Storage area will be indicated at the site inspection.

7. Working Hours

Working hours will be the as per the ministerial Determination granted by the Department of Labour and is as follows:

Monday –Thursday	07H30 to 16H15
Friday	07H30 to 12H30
Lunch:	12H00 to 12H30
Tea time (Monday –Thursday):	10H00 to 10H15
	15H00 to 15H15

Saturdays and Sundays will not be a working day.

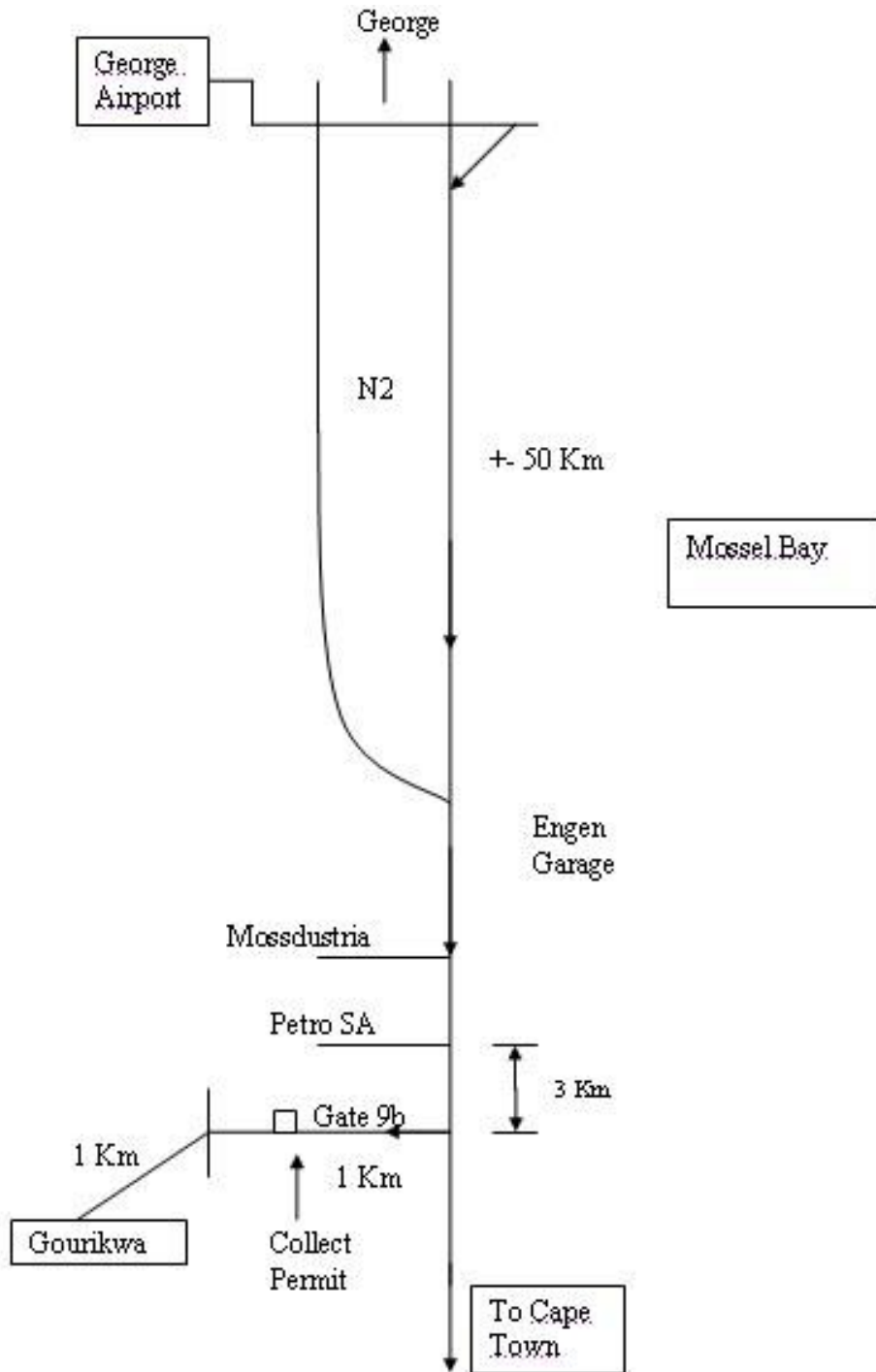
Overtime will be paid in line with Labour Relation Act.

Time sheets must be completed and approved by the Service Manager.

Item	Date by which it will be provided

C4: Site Information

Gourikwa is an Open Cycle Gas Turbine (OCGT) Power Station located in the Western Cape about 13km west of Mossel Bay, along the N2 Highway. It is situated on farmlands adjacent to the PetroSA Refinery. The OCGT are powered by Fuel oil (Diesel). It is intended to supply electricity into the National Grid during peak hours and emergency situations.



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

4.1.1 Access limitations

Access to the Power Station is restricted to authorized personnel only. All Contractor's staff will be required to be cleared by security. Contractor gives 24hrs notice to the Employer of his intention to enter security controlled areas.

All contractors will be tested for the use of alcohol. Any persons found to be about the legal limit will not be allowed on site.

All persons to arrive/visit Gourikwa Power Station, National Key Point, have to comply/undergo the following:

- a) Notify their Eskom contact 48 hours prior arrival and submit ID numbers and vehicle registration numbers of persons to enter Eskom premises.
- b) Use security gate to enter the premises and undergo a Breathalyser test before proceeding to Main Entrance.
- c) Adhere to Eskom's Life-saving Rules:
 - Open, isolate, test, earth, bond and/or insulate before touch
 - Hook up at heights
 - Buckle up
 - Be sober
 - Permit to work
- d) Induction prior to work.
- e) Use all appropriate safety clothing (by own provision): Over-all, safety shoes, hard hat, gloves, earplugs, apron, goggles. Not rendering harm to any Eskom property or personnel.

4.1.2 Ground conditions in areas affected by work in this contract

The contractor is to assess the ground condition and work area at the site meeting.

4.1.3 Hidden and other services within the *site*

Drawing and records are not always clear. The *Contractor* is to assess the area to confirm the presence of services. The *Employer* is not aware of any services in this area, however, drawing and records are not always clear and must be checked on site. The *Contractor* is to assess the area to confirm the presence of services.

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

The *Contractor* will not be working on any building when there are the presents of pylons in the area, the contractor is to take caution not to undermine or disturb its foundation in any way. All works to be approved by *Employer* prior to commencement.