



NEC3 Engineering & Construction Contract

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

**and [Insert at award stage]
(Reg No. _____)**

**for Oil spill clean-up and soil bio-remediation on an as
and when required basis in the Northern Cape
Operating Unit for a period of 36 months**

Contents:	No of pages
Part C1 Agreements & Contract Data	[2]
Part C2 Pricing Data	[24]
Part C3 Scope of Work	[29]
Part C4 Site Information	[43]

CONTRACT No. [Insert at award stage]

Part C1: Agreements & Contract Data

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[3]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[6]
C1.2b Contract Data provided by the <i>Contractor</i>	[20]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[N/A]

C1.1 Form of Offer & Acceptance

Offer

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

Oil spill clean-up and soil bio-remediation on an as and when required basis in the Northern Cape Operating Unit for a period of 36 months

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

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

Options A B, C or D	The offered total of the Prices exclusive of VAT is	RATES BASED AS PER PRICE LIST
Option E or F	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	RATES BASED AS PER PRICE LIST
	Sub total	RATES BASED AS PER PRICE LIST
	Value Added Tax @ 15% is	RATES BASED AS PER PRICE LIST
	The offered total of the amount due inclusive of VAT is ¹	RATES BASED AS PER PRICE LIST
	(in words) RATES BASED AS PER PRICE LIST	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number (if applicable)

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

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

1. Please read the relevant clauses in the conditions of contract before you enter data. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
1. Some ECC3 options are always selected by Eskom Holdings SOC Ltd. The remaining ECC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used "[●]" - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X5: Sectional Completion
		X7: Delay damages
		X15: Limitation of <i>Contractor's</i> liability for design to reasonable skill and care
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	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	The <i>Project Manager</i> is: (Name)	Leonard Du Plooy
	Address	69 Memorial Road Monuments Heights Kimberley 8301
	Tel	0538305825
	Fax	n/a
	e-mail	leonard.duplooy@eskom.co.za
10.1	The <i>Supervisor</i> is: (Name)	Pele Thebe
	Address	69 Memorial Road Monuments Heights Kimberley 8301
	Tel No.	0538305733
	Fax No.	n/a
	e-mail	pele.thebe@eskom.co.za
11.2(13)	The <i>works</i> are	Oil spill clean-up and soil bio-remediation on an as and when required basis in the Northern Cape Operating Unit for a period of 36 months
11.2(14)	The following matters will be included in the Risk Register	Outage unavailability Excessive rain
11.2(15)	The <i>boundaries of the site</i> are	n/a
11.2(16)	The Site Information is in	Part 4: Site Information
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week (5 working days)
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	As per the agreed baseline programme. Agreed at site handover meeting
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met key date

		1	[•]	[•]
		2	[•]	[•]
		3	[•]	[•]
30.1	The <i>access dates</i> are:	Part of the Site		Date
		1	[•]	[•]
		2	[•]	[•]
		3	[•]	[•]
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	TBA		
31.2	The <i>starting date</i> is	01 July 2022		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks.		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	[No data needed if this statement is included]		
4	Testing and Defects			
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the <i>works</i> .		
43.2	The <i>defect correction period</i> is	4 weeks		
5	Payment			
50.1	The <i>assessment interval</i> is	1 month. In order to facilitate payment for work done, the <i>Contractor</i> is to submit his Schedule of Work Done (verified by the <i>Supervisor</i>) for payment to the <i>Project Manager</i> by the 20th day of each month, in a similar format to the <i>bill of quantities</i> . The <i>Project Manager</i> will determine the value of the work done in accordance with Core <i>clause</i> 5 and changes to Core <i>clause</i> Z (A) sub-clause 50.2		
51.1	The <i>currency of this contract</i> is the	South African Rand.		
51.2	The period within which payments are made is	5 weeks.		
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if		

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

6 Compensation events

60.1(13)	<p>The place where weather is to be recorded is:</p> <p>The <i>weather measurements</i> to be recorded for each calendar month are,</p> <p>The <i>weather measurements</i> are supplied by</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>and which are available from:</p>	<p>The contractor construction site camps and the closest Weather Bureau Station.</p> <p>the cumulative rainfall (mm)</p> <p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 09:00 hours South African Time</p> <p>and these measurements:</p> <p>South African Weather Services</p> <p>The closest weather bureau stations to the Works</p> <p>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Employer</i></p>
60.1(13)	<p>Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:</p>	<p>As stated in Annexure A to this Contract Data provided by the <i>Employer</i>.</p> <p>Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.</p>

7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
---	-------	--

8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	<p>1. unavailability of outages</p> <p>2. excessive rainfall</p> <p>3. Excessive wind</p>
------	--	---

84.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format A” / “Format B” / “Format Dx” {choose the applicable format then delete the others and delete this note} available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure B for basic guidance)
84.1	The <i>Employer</i> provides these additional insurances	as stated for “Format A” / “Format B” / “Format Dx” {choose the applicable format then delete the others and delete this note} available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure B for basic guidance)
84.1	The <i>Contractor</i> provides these additional insurances:	as stated for Format A available on http://www.eskom.co.za/c/101/insurance-policies-procedures/ (See Annexure B for basic guidance)
84.2	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	as stated for Format A available on http://www.eskom.co.za/c/101/insurance-policies-procedures/ (See Annexure B for basic guidance)
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	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) .
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
B	Priced contract with bill of quantities	
60.6	The <i>method of measurement</i> is	[•] published by [•] and amended as stated in Part C2.1, Pricing Assumptions.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see 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	[•]		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration.		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	[•] South Africa		
	The person or organisation who will choose an arbitrator			
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date
		1	[•]	[•]
		2	[•]	[•]
		3	[•]	[•]
X5 & X7	Sectional Completion and delay damages used together			
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	section	Description	Amount per day
		1	[•]	R[•]

		2	[•]	R[•]
		3	[•]	R[•]
	Remainder of the <i>works</i>			R[•]
	The total delay damages payable by the <i>Contractor</i> does not exceed:	R [•]		
X7	Delay damages (but not if Option X5 is also used)			
X7.1	Delay damages for Completion of the whole of the <i>works</i> are		R[•] per day up to a limit of R[•]	
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill & care		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X16	Retention (not used with Option F)			
X16.1	The <i>retention free amount</i> is	R[•].		
	The <i>retention percentage</i> is	[•]%		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the deductibles relevant to the event described in the insurance policy format selected in the data for clause 84.1 above, which policy is available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx		
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus R15M first amount payable in terms of the <i>Employer's</i> assets policy. 		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> Defects due to his design which arise before the Defects Certificate is issued, Defects due to manufacture and fabrication outside the Site, 		

		<ul style="list-style-type: none"> • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	<p>(i) 12 years after the <i>defects date</i> for latent Defects and</p> <p>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</p> <p>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
Z	The <i>Additional conditions of contract</i> are	Z1 to Z12 always apply.
Z1	Cession delegation and assignment	
	Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .
	Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.
Z2	Joint ventures	
	Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.
	Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Project Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
	Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
	Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business

composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

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

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

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

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

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

Z8 Notifying compensation events

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

Z9 Employer's limitation of liability

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

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

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

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

- Z11.1 If the amount due for the *Contractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may

terminate the *Contractor's* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Z12 Ethics

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

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

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

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

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

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

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

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

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

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

Annexure B: Insurance provided by the Employer

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

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

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

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

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

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

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

In the case of contracts / packages within a project:

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

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

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

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

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

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

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see www.ecs.co.za

21

62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			
	If Option C, D or E is used	Data for Schedule of Cost Components		
23 in SCC	The listed items of Equipment purchased for work on this contract, with an on cost charge, are:	Equipment	Time related charge	Per (time period)
24 in SCC	The rates of special Equipment are:	Equipment	Size or capacity	Rate
44 in SCC	The percentage for Working Areas overheads is:	: %		
51 in SCC	The hourly rates for Defined Cost of manufacture or fabrication outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates Please insert another schedule if foreign resources may also be used	Category of employee	Hourly rate	
52 in SCC	The percentage for manufacture and fabrication overheads is	%		
	If Option C, D, or E is used	Data for both schedules of cost components		
61 in SCC & SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates.	Category of employee	Hourly rate	

	Please insert another schedule if foreign resources may also be used			
62 in SCC & SSCC	The percentage for design overheads is	%		
63 in SCC & SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the <i>works</i> and Equipment done outside the Working Areas are:			
	If Option C, D or E is used	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is	%		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

PART 2: PRICING DATA
ECC3 Option B

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

C2.1 Pricing assumptions: Option B

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
		(28) The Price for Work Done to Date is the total of <ul style="list-style-type: none">• the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and• a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. Completed work is work without Defects which would either delay or be covered by immediately following work.
		(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

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

Function of the Bill of Quantities

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

Guidance before pricing and measuring

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

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

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

plus Fee is used.

Measurement and payment

Symbols

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

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

General assumptions

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

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

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

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

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

Departures from the *method of measurement*

Amplification of or assumptions about measurement items

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

C2.2 the *bill of quantities*

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

ITEM NO.	DESCRIPTION	Unit	Rate Price Excl. VAT
	PROJECT NAME: OIL SPILLAGE		
1.	ENVIRONMENTAL MANAGEMENT REQUIREMENTS		
	COMPLIANCE WITH ENVIRONMENTAL LEGISLATION AS WELL AS ENVIRONMENTAL SPECIFICATIONS INCLUDED IN OR REFERRED TO IN THIS DOCUMENT.	%	%
2.	CONTRACTOR SHOULD MAINTAIN ALL HEALTH AND SAFETY MEASURES AS REQUIRED BY THE OHS Act No 85 OF 1993 AND REGULATIONS - AS PER SPECIFIED DETAILS FOR , HEALTH, SAFETY AND ENVIRONMENTAL COMPLIANCE IN THE NEC % of Labour	%	%
3.	LABOUR		
3.1	Spill Supervisor/Technician	day	
3.2	Spill Operator	day	
3.3	Spill Assistants	day	
4.	CONSUMABLES		
4.1	Oil Stain Remover (25L drum)	ea	
4.2	Detergent (25L drum)	ea	
4.3	Soil Bioremediator (10kg Bag)	ea	
4.4	Oil Absorbent Booms (2m x Ø80mm)	ea	
4.5	Spill Kit Soil	ea	
4.6	Water soluble Degreasing detergent (25L Drum)	ea	
4.7	Disposal of Oil Rags (drum)	ea	
4.8	Acid Spill Kit SKA/PVC/Y	ea	
4.9	Oil Skim Rope	ea	
4.10	Oil Absorbent on Water 10kg bag	ea	
4.11	Silica Gel	ea	
5.	Cleaning of Oil Dams	Sum	
6.	Removal of Oily Water for disposal (litres)	Sum	
7.	GENERAL		
7.1	PPE and equipment	Day	

7.2	Reporting	ea	
7.3	Sampling – where required	ea	
7.4	Hazardous disposal	ea	
7.5	Accommodation	ea	
8.	TRANSPORT		
8.1	LDV	km	
8.2	Towing of Spill Trailer	km	
8.3	Hire of High Pressure Cleaner	Day	
8.4	Hire of Spill Vehicle	Day	
8.5	Call out Spill Response Vehicle	km	
8.6	Hire of Pump and Water cart	Day	
8.7	TLB	Day	

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	This cover page <i>Employer's Works Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S WORKS INFORMATION

Contents

When the document is complete, insert a 'Table of Contents'. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Part 3: Scope of Work

C3.1: Employer's works Information

- 1 Description of the *works*
 - 1.1 Executive overview
 - 1.2 *Employer's* objectives and purpose of the *works*
 - 1.3 Interpretation and terminology
- 2 Management and start up.
 - 2.1 Management meetings
 - 2.2 Documentation control
 - 2.3 Health and safety risk management
 - 2.4 Environmental constraints and management
 - 2.5 Invoicing and payment
 - 2.6 Insurance provided by the *Employer*
- 3 Construction
 - 3.1.1 People restrictions on Site; hours of work, conduct and records
 - 3.1.2 Health and safety facilities on Site
 - 3.2. *Employer's* Site entry and security control, permits, and Site regulations
 - 3.3. Environmental controls, fauna & flora, dealing with objects of historical interest
 - 3.4. Title to materials from demolition and excavation
 - 3.5. Facilities provided by the *Contractor*
 - 3.6. Environmental Control Officer (ECO)
 - 3.7. Reporting
 - 3.8. Environmental training and awareness
 - 3.9. Quality assurance requirements
 - 3.10 *Contractor's* management, supervision and key people
 - 3.11 *Standard Conditions of Tender*
 - 3.12 Minimum requirements of people employed on site
- 4.1 Plant and Materials
 - 4.1.1 Plant & Materials provided "free issue" by the *Employer*
 - 4.1.2 *Contractor's* procurement of Plant and Materials
- 4.2 Spares and consumables
- 4.3 Cooperating with and obtaining acceptance of others
- 4.4 Publicity and progress photographs
- 4.5 *Contractor's* Equipment
5. Requirements for the programme
6. Services and other things provided by the *Employer*
 - 6.1 Access
 - 6.2 Supervision
 - 6.3 Materials
 - 6.4 Disposal
7. SHEQs related non-performance

- 7.1 Termination due to non-compliance of SHEQ.
- 7.2 Penalty for health and safety statistics
- 7.3 Fines for health and safety violations
- 7.4 Fines for environmental violations
- 7.5 Fines for Quality related issues
- 7.6 Fines for Sub – *Contractor* management

1 Description of the works

1.1 Executive overview

Scope of work:

1. Oil spill clean-up and soil bio-remediation at various sites in the Northern Cape Operating Unit.
 - a. The scope of work includes the excavation of contaminated soil, load contaminated soil onto truck and transport to registered Disposal Facility [for that specific contamination including polychlorinated biphenyls (PCB)]. The soil and stone shall be replaced with new, uncontaminated soil and stone and the site will be restored as per pre- spill (Supply, backfill and compaction with the suitable G5 material)
 - b. An estimated total of contaminated material be collected and transported to the accredited disposal facility in where the load will be weighed for verification of the actual weight. The contaminated soil and stone will be removed from the bags in which they were transported and treated separately via thermal desorption and oxidation. All solid residues will be analysed for the presence of PCB. Contractor will be responsible for due diligence and project management on behalf of Eskom Distribution Northern Cape Operating Unit. Contractor will closely monitor and manage the entire process ensuring that all activities comply with the newest and relevant legislation and standards with regards to oil management.
 - c. Disposal costs will be linked to actual weight of the waste which will be confirmed on arrival at disposal facility. The quoted disposal costs will be adjusted in accordance with actual weight recorded.
2. The supply of equipment and products related to oil spill clean-up.
The scope of work includes the supply of oil spill kits, degreasers, electro clean and other related equipment detailed in the contract.
3. Removing of contaminated oil and oil related material to dispose at accredited disposal sites.
These include contaminated and hazardous oil, oil water mixtures, oil rags, sawdust mixed with oil.
4. The removal of silica gel to an approved waste site.
5. Contractor will provide Eskom NCOU (buyer) / CNC supervisor with a final report and associated safe disposal certification (waste manifest) - where required (Department of Environmental Affairs approved), for record and ISO 14000 purposes, describing the activities undertaken and processes used for the safe disposal of the excavated soil and stone capacitors.

The following documents and procedures will act as guide for the above mentioned scope:

- National Road Traffic Act, Act 93 of 1996 (during hazardous material transportation)
- Eskom Waste Management Standard 32-245
- Environmental Conservation Act 73 of 1989
- National Environmental Management: Waste Act, Act 59 of 2008
- National Environmental Management Act, Act 107 of 1998
- Air Quality Act, Act 39 of 2004
- Hazardous Substances Act, Act 15 of 1973
- Occupational Health and Safety Act, Act 85 1993
- National Water Act, Act 36 of 1998
- SABS 10231 – Transportation of hazardous materials
- SABS 10232 part 1 – 4 - Transport of dangerous goods - Emergency information systems
- SANS 0290 - Mineral Insulating Oils – Management and handling of Polychlorinated Biphenyls (Draft)
- SANS 10234 - Globally Harmonized System of classification and labelling of chemicals (GHS) National Policy – Minimum Requirements for the Handling, Classification and Disposal of Hazardous Waste, 1998
- Road transportation of hazardous materials, including PCB, requires specific permits and licensing in accordance with road safety ordinances. The following requirements were fulfilled to ensure

adherence to the National Road Traffic Act of South Africa (Act 93 of 1996), Hazardous Substances Act and SABS Procedure on the Transportation of Hazardous Materials. Failure to adhere to these requirements could result in the impoundment of the vehicle and its load. All documentation must be in accordance with the specifications set by the dangerous goods regulations applicable to the chosen mode of transport. These may include but are not limited to:

- Vehicle and driver licensing
 - Tremcard
 - Driver's medical history
 - Spill kit and safety gear
 - Driver training
 - Vehicle Roadworthy
 - HAZCHEM Vehicle signs
 - Route Map
 - Waste Manifest
 - Dangerous Goods Declaration
 - Emergency Response Contact List
6. Contractor will provide the section responsible for the issue of work Eskom NCOU Supervisor with a final report (PCB and Non - PCB spills) and associated safe disposal certification (waste manifest) (Department of Environmental Affairs approved), for record and ISO 14000 purposes, describing the activities undertaken and processes used for the safe disposal of the excavated soil and stone capacitors.
7. *Disposal costs will be linked to actual weight of the PCB waste, which will be confirmed on arrival at disposal facility. The quoted disposal costs will be adjusted in accordance with actual weight recorded.

1.2 Employer's objectives and purpose of the works

Disposal will only be undertaken by disposal or decontamination facilities approved and licensed by DEA/DWS.

PCB-contaminated materials containing >500 parts per million (ppm) will NOT undergo de contamination (these will typically be found in capacitor cans and are commonly referred to as Askarel). These materials will undergo destruction at a licensed thermal destruction facility and will not be land-filled in its PCB state. Oil removed from service for purposes of disposal must be placed in approved drums for placement in approved storage areas. The PCB levels in each individual drum must be determined and the drums must be labelled accordingly. Drums of oil containing PCB >50 ppm but <300 ppm must be disposed of by means of decontamination. In order to phase out PCB-contaminated oil from the Eskom insulating oil pool, the following action will be taken:

- Equipment containing insulating oil with a PCB content greater than (>) 500 parts per million (µl/l or ppm) will be drained and the oil replaced with oil containing between 0 and 50 ppm. The oil removed from the unit will need to be destroyed by a licensed PCB destruction process.
- Equipment containing insulating oil with a PCB content between 50 and 499 ppm and undergoing major repairs (e.g. the unit is removed from site) or repairs on site during which the oil is removed from the unit will be refilled with oil between 0 and 50 ppm. The oil removed from the site will be re-processed to remove the PCB by a licensed PCB removal method.
- New equipment will be filled with insulating oil with a non-detectable PCB content.
- Units that were in a workshop will preferably are filled with oil containing 0 – 50 ppm, providing that the equipment's previous PCB classification is not exceeded. (The oil used should not be of a PCB level greater than the previous level of contamination, e.g. a transformer containing oil of 30 ppm must be filled with oil containing less than 30 ppm.)
- All oil of 0 – 50 ppm will remain in the system (oil pool), but oil placed in a transformer may not increase the level of the initial PCB classification.
- Reclassification of a transformer (retesting for PCB) must occur three (3) months after oil replacement, and in the case of failure (within the three (3) months), the oil must be retested before scrapping/disposal.

The decontaminated oil will only be used by informed users. The purchaser must enquire about the origin of the regenerated oil and it is the responsibility of the vendor/retailer to inform the user.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
PCB	
DEA	
DWS	

2 Management and start up.

2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	TBA	TBA	<i>Employer, Contractor, Supervisor, and other representatives as required.</i>

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

2.2 Documentation control

Use of standard forms

Details of standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications will be provided by the *Employer*.

2.3 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements – Safety, Health and Environmental Specification for the construction

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Works Information.

2.4 Environmental constraints and management

The *Contractor* shall have an environmental management system in place that will ensure that the requirements of the environmental management plan are effectively implemented and managed.

Campsite establishment and dis-establishment are to be managed in accordance with specification PDPMAN – WN – 09 (Construction site Establishment and Dismantling).

The layout should be such that it facilitates a circular traffic route that eliminates the need to reverse when loading and off-loading.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure _____

2.5 Invoicing and payment

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

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

- Name and address of the *Contractor* and the *Project Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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

2.6 Insurance provided by the *Employer*

as stated for Format A available on

<http://www.eskom.co.za/c/101/insurance-policies-procedures/>

(See Annexure B for basic guidance)

3 Construction

3.1 Temporary works, Site services & construction constraints

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

The *Contractor* must clearly its proposed working hours in the Tender and specifically in the programme provided with the Tender. After award the *Contractor* will adhere to these agreed working hours and keep detailed and accurate records of compliance herewith. The *Contractor* ensures that the *Supervisor* must sign these records daily and the *Project Manager* and *Supervisor* must have access to these records at any time.

The *Contractor* indicates any shift work or extended working hours required in order to meet with the required completion dates of the Package Order. The *Project Manager* and SHEQ manager's permission to work these hours are obtained prior to working such hours. Permission will only be granted if the longer hours worked have been accepted in writing by the Department of Labour.

3.1.2. Health and safety facilities on Site

The *Contractor* shall comply with the health and safety requirements – Safety, Health and Environmental Specification for the construction

3.2. Employer's Site entry and security control, permits, and Site regulations

The *Contractor* will be required to monitor and control access to the Site. There is a single main access control point to the transmission sub-stations and Eskom provides security, who are responsible to provide personnel to man this access point during working hours. All employees and visitors to site must undergo an alcohol test which must be carried out by the *Contractor's* personnel.

An entry register must be kept on a daily basis of all vehicles and personnel that enter the *Contractor's* site.

3.3. Environmental controls, fauna & flora, dealing with objects of historical interest

The *Contractor* shall have an environmental management system in place that will ensure that the requirements of the environmental management plan are effectively implemented and managed.

Campsite establishment and dis-establishment are to be managed in accordance with specification PDPMAN – WN – 09 (Construction site Establishment and Dismantling).

The layout should be such that it facilitates a circular traffic route that eliminates the need to reverse when loading and off-loading.

3.4. Title to materials from demolition and excavation

The *Contractor* has no title to materials from excavation and demolition

3.5. Facilities provided by the Contractor

The Preliminary and General section of the Price List makes provision for the *Contractor* to price items and facilities required for the execution of the works. Amongst other things:

- The *Contractor* shall provide their supply (generator) points necessary for the works. Adequate and/or continuous supply is not guaranteed and no claims for delay or standing time as a result of insufficiencies or failures will be considered. Any measures which the *Contractor* may require to maintain continuity and quality of supply shall be arranged by him at his own expense.
- A site for the *Contractor's* yard will be provided. The *Contractor* shall not occupy any site area other than that allocated to him

- If required Eskom will make an area available for the *Contractor* to store equipment etc. The *Contractor* shall indicate his requirements in his tender.
- Toilet facilities are not available on site; the *Contractor* is advised to provide his own portable toilet facilities. The *Contractor* is to ensure that these facilities are kept in a clean condition to Eskom's satisfaction.
- There is no drinking water and the *Contractor* has to bring its own water.
- It is the *Contractor's* responsibility to provide its own living accommodation.
- *Contractor* to provide own temporary office, telephone and workshops on site.

Contractor to provide own safe storage for material and plant

3.6. Environmental Control Officer (ECO)

It is the responsibility of the ECO to monitor the *Contractor's* implementation of his duties

3.7. Reporting

It is required that the *Contractor* makes all documents, weekly reports, monthly reports, complaints register, environmental incident register (spills, impacts, legal transgressions, etc.) as well as corrective and preventative actions taken available to the ECO upon request.

3.8. Environmental training and awareness

The *Contractor* ensures that the *Contractor* and sub-*Contractors* staff receives environmental awareness training before commencement of the *works*. The training will be presented by the *Supervisor* with the assistance of the ECO. An attendance register is to be maintained. Any new staff must receive the environmental awareness training.

3.9. Quality assurance requirements

The *Contractor* shall comply with the quality criteria stated in the "Quality Assurance Requirements for the Procurement of Assets Goods and Services", attached to this Works Information. The *Contractor* is to provide a quality inspection and test plan for the design, manufacture, delivery and installation as stated in the Scope of Work, for approval.

3.10. Contractor's management, supervision and key people

The *Contractor* must submit an organogram which clearly indicates the people resources that will be utilised for this project. The organogram must clearly indicate lines of authority as well as lines of communication. Site staff as well as head office staff must be indicated.

3.11. Standard Conditions of Tender

Contractors must refer to the Eskom Holdings Standard Conditions of Tender.

3.12. Minimum requirements of people employed on site

Where work is required in the existing HV Yard and in close proximity to existing transmission and distribution lines the *Contractor* will have to adhere to Eskom's High Voltage regulations. The *Contractor's* staff must have completed the necessary high voltage regulations modules in order to be issued with a permit to work in these yards.

4. Plant and Materials standards and workmanship

4.1. Plant and Materials

4.1.1. Plant & Materials provided “free issue” by the *Employer* Plant will not be provided “free issue” to the *Contractor* for this Contract. All Plant is to be provided by the *Contractor*. Certain Materials are provided “free issue” to the *Contractor* – refer to Bill of Quantities and 6 (Services and other things provided by the *Employer*) hereunder.

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

All transportation to site of plant and material required for this project will be by means of road transport. The *Contractor* must familiarise himself with the road conditions to site.

The *Contractor* must prepare a fenced off storage yard on or off-site for the off-loading and safekeeping of all plant and material delivered to site. Material must be off loaded and stored separately in areas allocated for this purpose. The *Contractor* must manage such storage areas as to ensure safety compliance as well as security of the plant and material.

4.2. Spares and consumables

Any spares must be handed over to the *Supervisor* during the take-over procedure once the *works* is complete.

4.3. Cooperating with and obtaining acceptance of others

The *Contractor* may have to share the working areas and co-operate with other *Contractors* during the execution of Package Order and agrees to do so optimally.

4.4. Publicity and progress photographs

The *Supervisor* will record progress by means of a photographic record as required by the *Project Manager*. All *works* will be photographed at the QITP hold points so that a photographic record exists of the quality compliance of the *works* during the various stages of construction.

The *Contractor* may also take photographs as a photographic record of the progress. The *Contractor* must obtain the Project Managers permission to take photos on Site for any other purpose.

4. 5. *Contractor's* Equipment

The *Contractor* must keep a daily record of all equipment on Site. The information differentiates between hired and *Contractor*-owned equipment. The record must also clearly indicate when equipment is working and who the operator of the equipment was for the recorded shift.

The *Contractor* ensures that these records are verified and signed off by the *Supervisor* daily and that this document is available on Site at all times.

5. Requirements for the programme

A detailed proposed programme is submitted with the Tender. The programme includes:

- method statements which identifies the equipment and other resources which the *Contractor* plans to use
- planned completion of each section of the *works*
- the order and timing of the operations which the *Contractor* plans to do in order to Provide the Works

Makes provision for:

- float
- time risk allowances
- health and safety requirements
- the dates when, in order to Provide the Works in accordance with his programme, the *Contractor* will need:
- Plant and Materials or things to be provided by the *Employer*.

The *Contractor* shall submit the first programme to the *Project Manager* for acceptance within two (2) weeks of the *starting date* of the Package Order. The programme is to conform strictly to the requirements of core clause 31 and the Contract Data.

The *Contractor* revises the programme as required in accordance with core clause 32.

Each time the programme is revised, the *Contractor* submits a revised Forecast Rate of Payment.

Rain and its effect on the Accepted Programme

The *Contractor* allows for 10 (ten) days above 15mm of rain and its effects on the critical path for foundation construction.

The *Contractor* allows a further 10 (ten) days above 15mm for rain and its effects on the critical path for tower assembly and erection.

The *Contractor* allows a further 10 (ten) days above 15mm for rain and its effects on the critical path for stringing.

The above allowances run sequentially are priced as part of the Price List per Tender. The said sequential 30 (thirty) days form part of the contract duration and are clearly indicated in the contract schedule as 3 critical path activities.

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

6.1 Access

The *Employer* and *Contractor* representatives will negotiate access with respective landowners. Written records of such engagement are kept. Vehicular access may be restricted, prohibited or impossible in certain areas.

6.2. Supervision

The *Supervisor* monitors and co-ordinates all construction activities in accordance with the contract and relevant specifications.

The *Supervisor* records cube test results and other activities from inspections as required.

The *Supervisor* verifies the *Contractor's* soil/rock nomination at each foundation position, before submission to the *Project Manager*, but this does not affect the *Contractor's* obligation to ensure that the correct soil/rock nomination is done.

6.3. Materials

The *Employer* supplies and delivers to the *Contractor's* camp, the following, which the *Contractor* takes delivery of, checks for completeness, provides suitable off-loading and secures storage facilities and implements an efficient Material management system.

Item	Date by which it will be provided

6.4. Disposal

The *Contractor* shall make his own arrangements, to the approval of the *Supervisor* and the Local Authorities, for the disposal of all surplus material and construction waste resulting from the works. The *Contractor* is reminded that all waste from aluminium products supplied by the *Employer* may only be disposed of in accordance with the *Employers* "Aluminium disposal Procedure" No deviations from this procedure are allowed.

7. SHEQ RELATED NON-PERFORMANCE.

7.1 Termination due to non-compliance of SHEQ.

ESKOM reserves the right to terminate the contract in the event that the *Contractor* is found to be consistently non-compliant to any SHEQ related issue.

7.2 Penalty for health and safety statistics

Should the Lost Time Incident Rate (LTIR) at any stage during the contract exceed the *Employer* target of 0, 4 a penalty of R100, 000.00 is paid by the *Contractor* on receipt of an invoice for such payment. This penalty will be refunded in the event that the LTIR is below 0, 4 at Completion.

The formula for calculating the LTIR is:

LTIR= No. of Lost Time Incidents X 200 000 / Man-hours

7.3 Fines for health and safety violations

The following fines will apply for health and safety violations and are non – refundable. They are paid by the *Contractor* immediately on receipt of an invoice for such payment:

7.3.1 Life-saving rules (1st violation of any lifesaving rule): R 10 000.00.

7.3.2 Life-saving rules (2nd and further violations of any lifesaving rules): Removal of any repeat offender (of any lifesaving rule) from site and R20, 000.00 payable by the *Contractor*.

7.3.3 Risk assessment and / or *method statement* not in place or available at activity: R15, 000.00 per event

7.3.4 Non-compliance with legislation: R 10,000.00 per event

7.4 Fines for environmental violations

For fines relating to Environmental violations please refer to the document titled "Environmental Requirements for *Contractors* working

7.5 Fines for Quality related issues

7.5.1 NCRs not closed out satisfactorily within 30 days: R10,000.00 per event.

7.6 Fines for Sub – *Contractor* management

Sub-*Contractors* are to be managed in accordance with the requirements of Form 74. Failure to comply will result in a fine of R10,000.00 per non-compliance (ECC Sub Contract)

All the above fines and penalties will be implemented by the Project Manager at his discretion

PART 4: SITE INFORMATION

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

PART 4: SITE INFORMATION

Description of the Site and its surroundings

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

ACCESS LIMITATIONS

Access to the substation is controlled by security services and the *Contractor* shall adhere to all procedures set out by them.

The *Contractor* should inspect the site in order to ascertain the conditions and extent of the *Contractor's* risk.

Access will only be allowed if arranged through the ECO on site.

1.2. HIDDEN AND OTHER SERVICES WITHIN THE SITE

Before any work commences, it will be the responsibility of the *Contractor* to ascertain the position of any existing services, heritage areas and no go areas.

Known areas will be pointed out to the *Contractor* by the Site Supervisors, ECO, and once these have been indicated to the *Contractor* they shall be deemed "known". Any costs incurred for repairs to any "known" services shall be for the *Contractor's* account.

Existing Roads & Distribution Lines cross the servitudes.

Refer to EMP and Profiles.