



NEC3 Engineering & Construction Contract

Subcontract (ECS3)

Between Eskom RoteK Industries SOC Limited
Reg. No: 1990/006897/30

and **XXXXXXXXXXXXXXXXXXXXX**
XXXXXXXXXXXXXXXXXXXXX

for The Supply, Design, Transportation, Erection and
Dismantling of Scaffolding for ERI Construction
Services, cabling in Mpumalanga Province on
various Power Stations on a as and when needed
basis

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Contract No:

Documentation
prepared by:

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Part C1: Agreements & Subcontract Data

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C1.1 Form of Offer & Acceptance

Offer

The *Contractor*, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a subcontract for the procurement of:

The Supply, Design, Transportation, Erection and Dismantling of Scaffolding for ERI Construction Services, cabling in Mpumalanga Province on various Power Stations on a as and when needed basis

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 the obligations and liabilities of the *Subcontractor* under the Subcontract 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 subcontract identified in the Subcontract Data.

The offered total of the Prices exclusive of VAT is	R 0-00
Value Added Tax @ 15% is	R 0-00
The offered total of the Prices inclusive of VAT is	R 0-00
(In words)	

This Offer may be accepted by the *Contractor* 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 *Subcontractor* in the conditions of subcontract identified in the Subcontract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date

Tender's CIDB Registration Number and Grading

Number:

Grading:

Acceptance

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

The terms of the Subcontract, 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: *Subcontractor* Works Information

Part 4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts. The above listed documents shall for the purposes of interpretation follow the manner and order in which they are listed and comprise the entire agreement between the Parties and supersede any prior oral or written agreement or understanding between them relating to the contract

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 *Contractor* 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 *Contractor* 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 subcontract identified in the Subcontract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Subcontractor*) within five days of the date of such receipt notifies the *Contractor* in writing of any reason why he cannot accept the contents of this Form of Offer and Acceptance, this Agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the
Contractor

Eskom RoteK Industries SOC Limited

Name &
signature of
witness

Date

Schedule of Deviations

No.	Subject	Details
1	COVID-19 - Regulations	Actual proven cost
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the *Contractor* 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 *Contractor* 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 *Subcontractor*:

For the *Contractor*:

Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	_____	Eskom Rotek Industries SOC Limited
Name & signature of witness	_____	_____
Date	_____	_____

C1.2a ESC3 Subcontract Data

Part one - Data provided by the *Contractor*

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

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	X1: Price Adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		X18: Limitation of liability
		Z: Additional conditions of Subcontract
	of the NEC3 Engineering and Construction Sub contract, April 2013 (ECS3)	
10.1	The <i>Contractor</i> is	Eskom RoteK Industries SOC Ltd (Reg no: 1990/006897/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Roshland Office Park Lower Germiston Road Rosherville
	Represented by:	Elise Posthumus
	Address	Various Power Stations - Mpumalanga Province
10.1	The <i>Employer</i> in the main contract is:	Eskom Holdings SOC Ltd (reg no: 20021015527130), 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>Supervisor</i> in the main contract is:	Stephen Bester
	Address	Lower Germiston Road

Rosherville

Tel No.

079 894 5447

e-mail

besterst@eskom.co.za

11.2(13)	The Subcontract <i>works</i> are	The Supply, Design, Transportation, Erection and Dismantling of Scaffolding for ERI Construction Services, cabling, in Mpumalanga Province on various Power Stations on a as and when needed basis	
11.2(14)	The following matters will be included in the Risk Register	1. Access to working area 2. COVID-19	
11.2(15)	The <i>boundaries of the site</i> are	Various Power Stations - Mpumalanga Province	
11.2(16)	The Site Information is in	Part 4: Site Information	
11.2(19)	The Subcontract Works Information is in	Part 3: Scope of Work and all documents to which it refers.	
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	5 days	
2	The Subcontractor's main responsibilities	Data required by this section of the core clauses is provided by the <i>Subcontractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Subcontract Data.	

3 Time

11.2(3)	The Subcontract <i>completion date</i> for the whole of the Subcontract <i>works</i> is	31.08.2025	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met As per the baseline schedule	key date As per the baseline schedule
30.1	The Subcontract <i>access dates</i> are:	Part of the Site 1 Various Power Station – Mpumalanga Province	Date As and When Required
31.1	The <i>Subcontractor</i> is to submit a first programme for acceptance within	Two weeks of receiving Purchase Order	
31.2	The subcontract <i>starting date</i> is	1.09.2022	
32.2	The <i>Subcontractor</i> submits revised programmes at intervals no longer than	Power Station - Weekly Progress to be provided	

4 Testing and Defects

42.2	The <i>defects date</i> is	52 weeks after handover	
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43.2	The <i>defect correction period</i> is	1 week
45.1	The costs for correcting defects	Will be for the <i>Subcontractor's</i> account
5	Payment	
50.1	The <i>assessment interval</i> is	25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	30 days after invoice date
51.4	The <i>interest rate</i> is	Interest rate from Standard Bank South Africa
6	Compensation events	0
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>At the Various Power Station – Mpumalanga Province</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>Various Power Station – Mpumalanga Province</p> <p>At the Various Power Station – Mpumalanga Province</p> <p>the South African Weather Bureau and included in Annexure A to this Subcontract Data provided by the <i>Contractor</i></p>
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Access to working area 2. COVID-19
84.1	The <i>Subcontractor</i> provides these insurances from the Insurance Table	See notes in Annexure B
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for	whatever the <i>Subcontractor</i> deems necessary in addition to that provided by the <i>Employer</i>.

any one event is

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>Subcontractor'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).
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10	Data for main Option clauses	
11	Dispute resolution – Option W1	
W1.1	The Adjudicator in this Subcontract 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).
W1.2(3)	The Adjudicator nominating body is:	the Chairman of ICE-SA, a Division of the South African Institution of Civil Engineering, or its successor body (See www.ice-sa.org.za)
W1.4(2)	The tribunal is:	Arbitration
W1.4(5)	The arbitration procedure is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
W1.4(5)	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	
X1	Price Adjustment for inflation	
X1.1 (a)	The base date is	1 August 2022
X1.1 (b)	The Price Adjustment factors are	Refer to C2.1 Pricing Assumptions
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.	
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R50,000-00 per day up to a limit of 5% of the purchase order value per Power Station – Mpumalanga Province
X18	Limitation of liability	

X18.1	The <i>Subcontractor's</i> liability to the <i>Contractor</i> for indirect or consequential loss is limited to:	R 0-00 (Zero Rand)
X18.2	For any one event, the Subcontractor's liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> or Contractor's 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/live/content.php?Item_ID=9248
X18.3	The Subcontractor's 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>Subcontractor'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:	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Subcontractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <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, • 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) one year 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</p>

	inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.
Z	The Additional conditions of Subcontract are
Z1	Cession delegation and assignment
Z1.1	The Subcontractor does not cede, delegate, or assign any of its rights or obligations to any person without the written consent of the <i>Contractor</i> .
Z1.2	Notwithstanding the above, the <i>Contractor</i> may on written notice to the <i>Subcontractor</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 and the Electricity Distribution Industry.
Z2	Joint ventures
Z2.1	If the <i>Subcontractor</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>Contractor</i> for the performance of this contract.
Z2.2	Unless already notified to the <i>Contractor</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>Subcontractor</i> on their behalf.
Z2.3	The <i>Subcontractor</i> does not substantially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Contractor</i> having been given to the <i>Subcontractor</i> in writing.
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status
Z3.1	Where a change in the <i>Subcontractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Subcontractor's</i> B-BBEE status, the <i>Subcontractor</i> notifies the <i>Contractor</i> within seven days of the change.
Z3.2	The <i>Subcontractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Project Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Project Manager</i> .
Z3.3	Where, as a result, the <i>Subcontractor's</i> B-BBEE status has decreased since the Contract Date the <i>Contractor</i> may either re-negotiate this contract or alternatively, terminate the <i>Subcontractor's</i> obligation to Provide the Works.
Z3.4	Failure by the <i>Subcontractor</i> to notify the <i>Contractor</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Contractor</i> 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	Ethics
Z4.1	Any offer, payment, consideration, or benefit of any kind made by the <i>Subcontractor</i> , 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 <i>Subcontractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Subcontractor</i> (including civil or criminal action).
Z4.2	The <i>Contractor</i> may terminate the <i>Subcontractor's</i> obligation to Provide the Works if the <i>Subcontractor</i> (or any member of the <i>Subcontractor</i> where the <i>Subcontractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) 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 *Contractor* or other people or organisations and including in circumstances where the *Subcontractor* or any such member is removed from the an approved vendor data base of the *Contractor* as a consequence of such practice.

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5 Confidentiality

- Z5.1 The *Subcontractor* 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 *Subcontractor*, enters the public domain or to information which was already in the possession of the *Subcontractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Subcontractor* disclose information to Others in terms of clause 25.1, the *Subcontractor* ensures that the provisions of this clause are complied with by the recipient.
- Z5.2 If the *Subcontractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z5.3 In the event that the *Subcontractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Subcontractor*, to the extent permitted by law prior to disclosure, notifies the *Contractor* 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 *Subcontractor* 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.
- Z5.4 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 *Contractor*.
- Z5.5 The *Subcontractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z6 Waiver and estoppel: Add to core clause 12.3:

- Z6.1 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.

Z7 Health, safety and the environment: Add to core clause 27.4

- Z7.1 The *Subcontractor* 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 *Subcontractor*:
- accepts that the *Contractor* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site.
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and

- undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Subcontractor's* direction and control, likewise observe and comply with the foregoing.

Z7.2 The *Subcontractor*, 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 *Subcontractor's* direction and control, likewise observe and comply with the foregoing.

Z8 Provision of a Tax Invoice and interest. Add to core clause 51

Z8.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Subcontractor* provides the *Contractor* with a tax invoice in accordance with the *Contractor's* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.

Z8.2 If the *Subcontractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Contractor* 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 *Contractor* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z8.3 The *Subcontractor* (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 *Contractor's* VAT number 4740101508 on each invoice he submits for payment.

Z9 Notifying compensation events

Z9.1 Delete from the last sentence in core clause 61.3, "unless the *Project Manager* should have notified the event to the *Subcontractor* but did not".

Z10 Employer's limitation of liability

Z10.1 The *Contractor's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z10.2 The *Subcontractor's* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Contractor's* liability under the indemnity is limited to compensation as provided for under the compensation events stated in this contract.

Z11 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z11.1 or had a judicial management order granted against it.

Z12 Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z12.1 If the amount due for the *Subcontractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Contractor* may terminate the *Subcontractor'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.

Z13 Local Manufacture

Z13.1 Declaration certificate for local production and content

Annexure A: One-in-ten-year-return weather data obtained from the South African Weather Bureau for Mpumalanga Province

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 Subcontract Data is shown to be more adverse than the amount stated below then the *Subcontractor* may notify a compensation event.

Month	Weather measurement				
	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	129	5	0	0	
February	85	3	0	0	
March	80	2	0	0	
April	34	1	1	0	
May	13	1	5	1	
June	5	0	16	1	
July	1	0	16	1	
August	3	0	7	1	
September	12	1	2	0	
October	47	2	0	0	
November	68	2	0	0	
December	76	3	0	0	

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

The *Employer's* Weather station on site records the weather data.

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. 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

C1.2b ESC3 Subcontract Data

Part two - Data provided by the *Subcontractor*

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

Clause	Statement	Data
10.1	The <i>Subcontractor</i> is: Address Tel No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(18)	The subcontract <i>working areas</i> are the Site and	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience: 3 CVs of Key people	
B	Priced contract with bill of quantities	
11.2(21) 11.2(31)	The <i>bill of quantities</i> is in The tendered total of the Prices is	Part C2.2 R 0-00 (in figures) (In words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components stated in ECS3, and "SSCC" means Shorter Schedule of Cost Components</i>

B	Priced contract with bill of quantities			
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:	<u>Equipment</u>	<u>Size or capacity</u>	<u>Rate/Day</u>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates. Please insert another schedule if other resources may also be used	<u>Category of employee</u>	<u>Hourly rate</u>	

PART 2: PRICING DATA

ESC3 Option B

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

C2.1. Pricing assumptions: Option B

2.1 Pricing assumptions

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

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

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

The proposed rates in the rates column per item are for installation of the Subcontract Works complete, and in accordance with the Subcontract Works information and specifications.

Organogram

Subcontractor must attach a detailed organogram

Curriculum Vitae

Subcontractor must attach Curriculum Vitae of key people and positions on the organogram

Price Adjustment for Inflation (X1.1)

Prices to be fixed for the First year – 1.09.2022 to 31.08.2023, thereafter, escalation will be applicable as per the following formulas:

Preliminary & General

10% - Fixed

42% - Seifsa Table C3(a) - All hourly paid employees

48% - Seifsa Table D – Consumer Price Indices – All Income groups

Actual Labour cost

10% - Fixed

90% - Seifsa Table C3(a) - All hourly paid employees

Transport cost

10% - Fixed

90% - Seifsa Table L2 – Road Freight

C2.2 the *bill of quantities*

Bill of Quantities

Refer Annexure “O” attached



BoQ - Annexure O -
Rev.01 2022.03.22.pd

PART 3: SCOPE OF WORK

Refer attached Scope of Works:



Scaffolding Scope of Works.pdf

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Contractor's Works Information</i>	19
C3.2	Subcontractor's Works Information	1
	Total number of pages	21

C3.1 Contractor's works Information

1. Description of the work

1.1 Employer's objectives and purpose of the works

As a result of the measuring demand for electricity in South Africa, the Employer has decided to upgrade maintain and increase its electricity generation capacity.

Accordingly, the Employer intends to execute works which may be dependent on scaffolding structures being erected as and when needed basis at the various power stations throughout Mpumalanga. The Power Stations are:

- a. Arnot Power Station situated in Mpumalanga
- b. Camden Power Station situated in Ermelo in Mpumalanga
- c. Duvha Power Station situated in Witbank in Mpumalanga
- d. Kendal Power Station situated outside Witbank in Mpumalanga
- e. Komati Power Station situated outside Witbank in Mpumalanga
- f. Kriel Power Station situated outside Witbank in Mpumalanga
- g. Kusile Power Station situated outside Witbank in Mpumalanga
- h. Majuba Power Station situated outside Volksrust in Mpumalanga
- i. Matla Power Station situated outside Witbank in Mpumalanga
- j. Tutuka Power Station situated outside Standerton in Mpumalanga
- k. ERI TGS Matla Workshop situated outside Witbank in Mpumalanga

1.2 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
OBL	Outside battery limits
EIA	Environmental Impact Analysis
ROD	Record of Decision
CEMP	Construction Environmental Management Plan
EN	Exceptions Noted
SANS	South African National Standards
ASGI-SA	SD&L

2 Management and start up.

2.1 Management meetings

Regular meetings of a general nature may be convened and is chaired by the *Contractor* or *Supervisor* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events,	To be determined	<i>Contractor's office</i>	<i>Project Manager and or Supervisor, Sub-contractor and Others</i>
Overall contract progress and feedback	As required	<i>Contractor's or Sub-contractor's office</i>	<i>Project Manager and or Supervisor, Sub-contractor and Others</i>
Risk Assessment Meetings	As Required	<i>Contractor's or Sub-contractor's office</i>	<i>Project Manager, Sub-contractor and Others as required</i>
Safety Representative meeting	To be determined	<i>Contractor's office</i>	<i>Project Manager and or Supervisor, Sub-contractor and Others</i>
Site (Kick Off) meeting	Before the Sub=contractor's Site Establishment after official contract is placed	<i>Venue to be determined by the Project Manager</i>	<i>Project Manager, Sub-contractor and Others as required</i>

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

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

Reference is made to the Appendix: *Employer's Policies and Procedures; Programme, Progress Reporting & Meeting Requirements; Section 4: In particular Parts 2 and 4*

2.1 Documentation control

Reference is made to the Annexures:

- *Employer's Policies and Procedures; Document Management & Communication, Section 4: in particular Part 3*

2.3 Health and Safety Risk Management

The *Sub-contractor* complies with the health and safety requirements contained in Annexures to C4: Site

Information:

- *Employer's* Policies and Procedures; Section 4: in particular Parts 2 and 4,
- Procedure Manual to manage HSE incidents: 32-95
- The *Sub-contractor* *complies* with ERI's Safety, Health and Environmental specifications
- the *sub-contractor* procedure for managing occupational health and safety hazards and risks: risk assessment procedure 32-520
- Other related procedures in the annexures.
 - Method statements containing sufficient detailed information to demonstrate compliance to the schedule. The detailed information is required as follows:
 - Technical ability and Track Record to Execute Works
 - Safety Performance Statistics over previous 5 years for similar size projects
 - Environmental Performance Statistics over previous 5 years for similar size projects
 - Method Statements detailing the manner in which the *Sub-contractor* will comply with SHE Requirements
 - Safety Management Systems for tasks involved in such a project
 - Signed and dated SHE Policy
 - Roles and Responsibilities including man job specifications and medical records
 - Eskom RoteK Industries Cabling Fall Protection Plan: PL-KS-P20-02
 - Examples of persons who would be nominated for the following positions including CV's demonstrating competencies for such roles:
 - 16(2) as per OHS Act
 - 8(1) as per Construction Regulations
 - 8(5) as per Construction Regulations
 - Hazard Identification Risk Assessment for such a project
 - Environmental aspect and impact identification for such a project

2.4 Environmental constraints and management

The *Sub-contractor* complies with the environmental criteria and constraints stated in the Annexures:

- 12/12/20/807 Power Station Environmental Authorization
- Annexure D - Standard Environmental Specification
- EH&S Incident Management: 32-95 for managing incidents
- *Employer's* Policies and Procedures; Environmental Management Plan; Section 4: Parts 9 and 10
- The *Sub-contractor* complies with ERI's Safety, Health and Environmental specifications

- The *Sub-contractor* adheres to ERI's Environmental Management System that meets the requirements of the Code of Practice for Environmental Management Systems (EMS), ISO 14001:2015
- The relevant Environmental Management Programmes (EMP's) and Aspects on the Environmental Management System (EMS) database is continually updated
- The *Sub-contractor* complies with all relevant environmental legislation, as detailed in the latest version of ERI's Legal Register
- The *Sub-contractor* complies with all operational procedures that include environmental requirements, relevant to the Works Information or Scope of this contract.
- The *Sub-contractor* complies with any new environmental requirements, relevant to the Works Information or Scope that may come into effect as part of ERI's Environmental Management System during the duration of this contract.
- The *Sub-contractor* ensures representation at Environmental meetings that may require input for the updating of the EMS as well as training on an ad-hoc basis.

2.5 Quality assurance requirements

2.5.1 General

The *Sub-contractor* complies with the Eskom Quality Requirements Standards.

- a) The *Sub-contractor* comply with the *Employer's* quality requirements including those listed in the *Employer's* specification document called "Supplier Contract Quality Requirements" number QM58.
- b) Certification to ISO 9001 is a mandatory requirement for this contract. The *Sub-contractor* uses the QMS for all phases of the Project. The *Sub-contractor* provides evidence of a fully implemented QMS within its own organization. The *Contractor* may at his sole discretion carry out an audit on any supplier; sub-supplier's or subcontractor's QMS for acceptance.

2.5.2 Quality Management documents requirements

The *Sub-contractor* submits the following documents, within 30 days of the Contract Date, to the *Contractor* for review and acceptance prior to the commencement of work

The *Contractor* will supply the *Contractor* with a CQP which will detail the *Sub-contractor's* organization, quality assurance and quality control procedures within that organization specific to this project. The CQP must be aligned to, and reference ISO 10005:2005 QMS, guidelines for quality plans and in compliance with the guideline in QM 58.

The *Sub-contractor* conforms to the Quality Management requirements as per ISO 9001 and the Eskom Supplier Contract Quality Requirements Specification (QM 58). The *Sub-contractor* must submit documentation as stipulated in QM58, that is,

- 1) documents to be submitted during tender stage (3.2.1 and 3.3.3 of QM58)
- 2) documents to be submitted 30 Days of Contract Award (4 of QM58)

- 3) documents to be submitted during execution of the contract (4 of QM 58) and
- 4) documents to be submitted on completion of the contract (4 of QM58).

The *Sub-contractor* develops a QCP which makes reference to the *Sub-contractor's* QMS

Procedures to be used in this Contract: -

- a) The *Sub-contractor's* QMS compliance with the requirements of ISO 9001
- b) *Sub-contractor's* quality manual
- c) *Sub-contractor's* quality procedures
- d) *Sub-contractor's* quality forms and work instructions
- e) *Sub-contractor's* quality system documents referenced in this Works Information

The *Sub-contractor* supplies the *Contractor* with a QCP or ITP for review and acceptance. The *Sub-contractor* supplies the *Contractor* with a detailed contract organogram showing the quality personnel to be used in the Contract. The *Sub-contractor* provides CVs of the quality management employees who will be responsible for quality on site.

Quality Management employee's responsibilities include but are not limited to the following:

- a) Implementation of the QMS on site
- b) Administration of QA/QC systems on site
- c) Verification of approval status of *Sub-contractor's* QCP and procedures
- d) On-and -offsite inspections
- e) Co-ordination, inspection and verification of the *Employer's* intervention points
- f) Review of *Sub-contractor* testing and inspection documents (procedures, test results)
- g) Weekly and monthly progress reporting on quality performance

The *Sub-contractor* submits as a minimum the following documents, as required by the *Contractor*, which requirement does not constitute a compensation event, during the execution of the Works:-

- a) Updated QCP register
- b) Inspection notifications accompanied by their inspection report
- c) Non-conformance and Defects registers and reports
- d) Method statements
- e) Updated Site and off-site inspection schedules.
- f) Inspection and or FAT dates.
- g) Inspections completed / outstanding.
- h) Inspection and test reports
- i) Weekly and monthly contract quality progress report
- j) Data books for the completed Works, before commissioning can commence (refer to the data book specification)

2.5.3 Quality

Responsibility

- a) The *Sub-contractor* is accountable for the quality of the output and liable for any failures.
- b) The *Sub-contractor* is responsible for defining the level of intervention of QA/QC or inspections. These are in line with the *Employers* requirements.
- c) The *Sub-contractor* is responsible for defining the level of intervention of QA/QC or inspections to be imposed on his sub-contractor, suppliers and sub-suppliers and must ensure that these are in line with the *Employer's* requirements.
- d) The intervention requirements take into consideration the criticality of the Plant and Material.
- e) The interventions points include all witness, hold, verification, surveillances and review points required by the *Employer*. The *Contractor's* failure to allow the intervention points will constitute a non-conformance. (Refer to section 2.5.4 below).

2.5.4 Inspections

- a) The *Sub-contractor* is responsible for the inspection of all the Works that is performed and the *Contractor only* verifies that the Works is conducted as per the Contract and agreed work instructions
- b) The *Sub-contractor* drafts a QCP or ITP which shows each activity from the Works Information and submits to the *Employer* for acceptance.
- c) The *Sub-contractor* conducts all inspections in accordance with the accepted QCP / ITP.
- d) The *sub-contractor* provides suitably qualified personnel to conduct on-and-offsite inspections
- e) The Sub-contractor ensures that all Works are inspected and approved before the Contractor is invited for verification.
- f) The Sub-contractor provides a minimum of 14 working days' notice for local inspections and 21 working days' notice for foreign inspections. The notice contains copies of the Sub-contractor's inspection reports.

Damages as a result of the Sub-contractor's failure to comply with the inspection requirements as specified in this section is borne by the Sub-contractor and no compensation event will arise out of this.

2.5.5 Non-Conformances and Defects

Where NCs and Defect notifications are issued, the *Sub-contractor* acknowledges receipt within two (2) working days and proposes corrective and preventive actions to the *Contractor* within 14 days. The corrective and preventive actions will include the implementation and

completion dates. Progress on all NCs and Defect notifications issued to the *Sub-contractor* must be reported to the *Employer* on weekly basis.

- a) The *Sub-contractor's* quality manager keeps a register of all NC and Defect notifications issued
- b) Deviations from the Contract are treated as a non-conformance.
- c) Records of NCs and Defect notifications are kept, and form part of the data book records.

To ensure reduction of non-conformances, the *Contractor* will implement a penalty to the value of

R50 000.00 for every five (5) NCs issued during the contract period.

During the contract execution phase, the *Sub-contractor* will be monitored by the *Contractor* for performance on quality related aspects. The monitoring will be in the form of audits and assessments. The quality department will be involved in every assessment to ensure that all NCs and Defects raised are closed or the necessary penalties are implemented as stipulated above.

2.5.6 Quality Reporting

The *Sub-contractor* submits a monthly quality report, on the last working day of the month. The report includes but not limited to the following:

- a) A register of NCRs and defects b) Updated QCP / ITP register
- c) QA monthly report summary
- d) Planned and completed local and foreign inspection dates e) Completed and outstanding Inspections
- e) Audit findings report

2.5.7 Preservation, shipping and transportation to be addressed

The *Sub-contractor* is responsible for ensuring that all products are preserved in their appropriate manner as described in their specifications or in Eskom preservation, shipping and transportation procedures as applicable. The *Sub-contractor* submits the preservation, shipping and transportation procedures to the *Contractor* for review and acceptance. The *Contractor* may choose to witness the packaging, loading and offloading of the products depending on their criticality, this will be indicated in the intervention points on the QCP / ITP document.

The *Sub-contractor* ensures that all storage requirements for products are properly implemented to preserve the products against adverse conditions, deterioration, damages, etc. Storage and preservation procedures for the different products are submitted to the *Contractor* for review and acceptance. The *Contractor* may request to inspect the stored products at any given point during the storage period of the product.

Requirements for preservation, shipping and transportation are addressed in QM 58.

2.6 **Sub-Contractor's management, supervision and key people**

Reference is made to the Annexure:

Employer's Policies and Procedures; Section 4: Parts 1 to 11

- Resource usage histogram.
- Organogram indicating the *Sub-contractor* proposed structure for the execution of the Works.
- VDSS provision and must be consistent with tender programme.
- Completed Ground Area Requirement (Section 4 - Part 5) From [IA-2/2A]
- Completed Water Requirement (Section 4 - Part 5) From [IA-2/1B]
- Completed Electric Power Requirement (Section 4 - Part 5) From [IA-2/1C]
- Completed Accommodation Requirement (Section 4 - Part 6.2) From [IA-2/1A]

2.7 **Invoicing and payment**

Reference is made to the Annexure:

- *Employer's Scope of Work and Works information:*

Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause

51.1, the *Sub-contractor* provides the *Contractor* with a tax invoice showing the amount due for payment equal to that stated in the *Sub-contractor's* payment certificate.

It is the responsibility of the *Sub-contractor* to ensure that the invoices are sent electronically to Accounts Payable at invoiceserilocal85@eskom.co.za , and a copy must also be sent to the *Contractor's* Commercial Department

- Name and address of the *Sub-contractor* and the *Contractor's Project Manager*.
- The contract number and title.
- *Sub-contractor's* VAT registration number.
- The *Contractor's* VAT registration number - 4330186330
- Description of service provided for each item invoiced based on the BOQ.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.

2.8 **Forecast Rate of Invoice (FRI)**

The *Sub-contractor* should provide an FRI on a monthly basis

2.9 **Insurance Provided by the Employer**

Refer Contract data 84.1

2.10 Contract Change Management

Each change/compensation event (whether positive or negative) is submitted, using the same format as is used for assessments. The change indicates resources used, the quantity, the actual cost of the resources, the time impact and the percentage fee for the said resource.

Each change/compensation event has a unique number and has the date of submission on it and is submitted to the Project Manager for assessment.

2.11 Records of Defined Cost, payments and assessments of Compensation Events to be kept by the Sub-contractor

Monthly assessments, Compensation Events are kept until the Final certificate is issued.

2.12 Training workshops and technology transfer

Reference is made to the Annexures:

- *Employer's Policies and Procedures*, Section 4:
- *Employer's Skills development policy* and,
- other relevant annexures referred to in C4: Site Information
- For HSE mandatory training requirements – refer to the SHE Specification Document; reference 203 - 54671

The *Sub-contractor* refers to the Attachment: *Sub-contractor's* General SD&L Requirements; Section 1.5 and proposes to give experiential training to engineers in training as per the guidelines.

The *Sub-contractor* submits the implementation plan days 21 days after signing the contract.

The *Sub-contractor* submits SD and L reports on a monthly and quarterly basis demonstrating the progress made on SD and L.

The *Sub-contractor* reports on the available business opportunities

2.13 Transports to Site

Transport to site will be for the *Subcontractors* account and must be provided via local service providers.

The Contractor to provide

- On site transport
- Truck for Material Cable Drums
- Truck for Cable Racking

3 Procurement

3.1 People

3.1.1 Minimum requirements of people employed on the Site

The *Sub-contractor* to provide CVs indicating experience and qualification which will be approved by the *Employer*, if any employee of the *Sub-contractor* is found to be unsuitable for the position, he will be released from site

The *Sub-contractor* refers to Annexures:

- *Employer's Policies and Procedures; Induction; Section 4: Part 1*
- *Employer's Policies and Procedures; Section 4: in particular Parts 4 and 6*
- *Employer's Substance Abuse Policy; 9th April 2014*
- *Employer's Project Labour Agreement, 29th February 2012; Appendix1 to Addendum 1*
- *Employer's Site-Specific Agreement, 5 June 2014*
- *Employer's Dispute Resolution Procedure, 5 June 2014*
- *Employer's Communication Policy 5th April 2014*
- *Employer's Duties of the PERM 8th April 2014*
- *Employer's HR and IR Policy Directive 3rd April 2014*
- *Employer's Organisational Rights Policy 7 April 2014*
- *Employer's Productivity Policy 6th April 2014*
- *Employer's Remuneration Policy 11th April 2014*
- *Employer's Skills Development Procedure 14th April 2014*
- *Employer's Substance abuse policy 9th April 2014*
- *Employer's Transport Policy 10th April 2014*

And other related Annexures referred to in C4; Site Information.

3.1.2 Site Specific Agreement (SSA)

The *Subcontractor* must adhere to the Site Specific Agreement (SSA) (attached). SSA calendar for 2022 which are attached and 2023 will be provided once published

3.2 SUPPLIER DEVELOPMENT AND LOCALISATION

Refer to Annexures J and K which are attached

3.2.1 Subcontractor SD&L PLAN

The Subcontractor must provide an SD&L implementation plan aligned to 30% of the contract amount within one month of contract award

4 Construction

4.1 Temporary works, Site services & construction constraints

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

The Sub-contractor refers to Annexures:

- Employer's Policies and Procedures; Induction; Section 4: in particular Parts 1 and 4
- Employer's Substance Abuse Procedure; Document Identifier 32-37
- Employers Kusile SHE Specification; Unique Identifier 203-54671 Latest Revision

And other related Annexures referred to in C4, Site Information

The Sub-contractor complies with all requirements contained in ERI's Safety, Health and Environmental Specifications

The Sub-contractor supplies the Project Manager with daily updated copies of:

- Permit To Work
- Access permits
- Excavation permits
- Workers Register
- Daily Toolbox Talks
- Daily Planned Job Observations for critical tasks
- Daily risk Assessments
- Method Statements

No work commences without:

The Employer issuing permits to work or ensuring that all isolations have been done, if required.

- The Sub-contractor submits an updated SHEQ files as per statutory requirements. Without an updated file no work may commence. (To be kept by the SHEQ Department of the Contractor with a copy for the Employer)
- All the relevant SHEQ Compliance Requirements in the Sub-contractor's SHEQ File being completed, signed, and approved.

- All requirements from the OHS Act 85 of 1993 as amended including and regulations being met.
- The *Sub-contractor* attends the compulsory SHEQ induction course for *Contractors* at the various Power Stations
- The *Sub-contractor* has his own Authorized Supervisor, Hot Work Monitor, Fire Watch, etc. in place, where required.
- The required permits to work have been taken out.
- All required Method Statements and Issue Based Risk Assessments have been approved.
- The QITP (Quality Management Plans) in place and approved.
- The *Project Manager* approves all equipment prior to construction.
- The *Sub-contractor* makes use of his own secure storage space for any equipment. If required, very large equipment is only to be stored in an area approved by the *Project Manager*.
- *Sub-contractor* takes additional fire prevention precautions.

4.1.2 Restrictions to access on Site, roads, walkways and barricades

The *Sub-contractor* refers to Annexures:

- *Employer's* Policies and Procedures; Section 4; in particular Part 4,
- Barricading Standard: Unique Identifier 203-42301
- *Employer's* Trench and Excavation Procedure; Unique Identifier 203-13626; Rev4,
- Other related standards and procedures attached

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

The *Sub-contractor* refers to Annexures:

- Platform Scope of Works: Unique Identifier: 203-83509
- *Employer's Site-Specific agreement (SSA)*
- *Project agreement (PA)*
- *Employer's* Policies and Procedures; Induction; Section 4: Part 1, and,
- *Employer's* Policies and Procedures; Project Site Regulations and General requirements, Section 4; Part 4,
- Other related standards and procedures attached

4.1.4 Health and safety facilities on Site

The *Sub-contractor* refers to Annexures

- *Employer's* Policies and Procedures; Section 4: in particular Parts 4, 5 and 6, and
- Other related standards and procedures attached
- Remote canteens

And other related Annexures referred to in C4; Site Information.

The *Sub-contractor* provides everything else necessary for providing the Works not catered for in these annexures

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

The *Sub-contractor* refers to Annexures:

- *Employer's* Policies and Procedures; Section 4: in particular Parts 4, 5 and 6, and
- Other related standards and procedures attached

4.1.6 Title to materials from demolition and excavation

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

4.1.7 Sub-Contractor's Equipment

- The *Sub-Contractor* supplies, install, properly maintain and remove all temporary construction facilities and utilities necessary for the complete performance of the *Works*.
- The *Sub-contractor* supplies any special tools required for the type of work to be undertaken.
- The *Sub-contractor* supplies Certificates of Compliance for all electrical distribution panels used.
- The *Sub-contractor* supplies sufficient cabling to reach the points of electrical supply.
- The *Sub-contractor* supplies transportation for the *Sub-contractor's* personnel on and off site.
 - Note: - Special mention is made of the fact that no personnel may be transported on the back of any open vehicles. Personnel may only travel in a vehicle with proper seating and safety belts installed.
- The *Sub-contractor* provides its own Safety lighting for clear visibility when and where necessary.
- The *Sub-contractor* makes use of his own secure storage space for any tools and special equipment.

4.1.8 Equipment provided by the Contractor

The *Contractor* provides no equipment for the *Works*.

4.1.9 Facilities provided by the Sub-contractor

- The *Sub-contractor* supplies, install, properly maintain and remove all temporary construction facilities and utilities necessary for the complete performance of the *Works*.
- The *Sub-contractor* supplies any special tools required for the type of work to be undertaken.
- The *Sub-contractor* supplies Certificates of Compliance for all electrical distribution panels used.

- The *Sub-contractor* supplies sufficient cabling to reach the points of electrical supply.
- The *Sub-contractor* supplies transportation for the *Contractor's* personnel on and off site.
 - Note: - Special mention is made of the fact that no personnel may be transported on the back of any open vehicles. Personnel may only travel in a vehicle with proper seating and safety belts installed.
- The *Sub-contractor* provides its own Safety lighting for clear visibility when and where necessary.
- The *Sub-contractor* makes use of his own secure storage space for any tools and special equipment.
- The *Sub-contractor* provides lifting equipment where necessary

4.2 Completion, testing, commissioning, and correction of Defects

4.2.1 Work to be done by the Completion Date

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

The *Sub-contractor* refers to Annexures:

- *Contractor* Document Control Work Instruction: Unique Identifier: 203-15759,
- 240-128515850 Rev 1 Documentation Handover Specification,
- And other related Annexures referred to in C4; Site Information.

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

Clause 35.2 in NEC3 Engineering and Construction Subcontract provide that the *Employer* may use any part of the *works* before Completion has been certified but if he does so he takes over the part of the *works* except if the use is for a reason stated in the Works Information.

4.2.3 Materials facilities and samples for tests and inspections

The *Contractor* refers to Attachment: Eskom Specification No. 240-56227443 and QM58 Quality requirements,

- ITP's,
- Submission time requirement before tests notifications'
- And other related Annexures referred to in C4; Site Information

4.2.4 Commissioning

The *Sub-contractor* refers to Annexures:

- *Employer's* Policies and Procedures; Section 4

And other related Annexures referred to in C4; Site Information.

4.2.5 Take over procedures

The *Sub-contractor* refers to Annexures:

- *Employer's* Policies and Procedures; Section 4

And other related Annexures referred to in C4; Site Information.

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

The *Project Manager* arranges for the *Employer* to allow the *Sub-contractor* access to and use of a part of the *works* which has been taken over if needed to correct a Defect. After the *works* have been put into operation, the *Employer* may require the *Sub-contractor* to undertake certain procedures before such access can be granted.

C3.2 Subcontractor's works Information

C3.2 *SUBCONTRACTOR'S* WORKS INFORMATION

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

Typical subheadings could be

- a) Plant and Materials specifications and schedules
- b) Other

This section could also be compiled as a separate file.

C4 *Employer's* Site Information

PART 4: SITE INFORMATION

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