



NEC3 Engineering & Construction Contract

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

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

for Live work maintenance of 44kV - 132kV overhead network and substations in the Gemma Cluster - North West for a period of three (3) years

Contents:

No of
pages

Part C1 Agreements & Contract Data

[•]

Part C2 Pricing Data

[•]

Part C3 Scope of Work

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Part C4 Site Information

[•]

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

Part C1: Agreements & Contract Data

Contents:**No of
pages****C1.1 Form of Offer and Acceptance****[•]**

[to be inserted from Returnable Documents at award stage]

C1.2a Contract Data provided by the *Employer***[•]****C1.2b Contract Data provided by the *Contractor*****[•]**

[to be inserted from Returnable Documents at award stage]

CONTRACT : **Live work maintenance of 44kV - 132kV overhead network and substations in the Gemma Cluster - North West for a period of three (3) years**

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:

Replacement of wooden poles on the medium voltage and live work maintenance of 11kV, 22kV, 33kV, and 44kV and 132kV overhead network and substations in the North West Operating Unit for a period of three (3) years

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.

The offered total of the Prices exclusive of VAT is	Rate based Contract/ as per task order
Value Added Tax @ 15% is	Rate based Contract/ as per task order
The offered total of the amount due inclusive of VAT is ¹	Rate based Contract/ as per task order
(in words) Rate based Contract/ as per task order	

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*.

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Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

ESKOM HOLDINGS SOC LIMITED

14 Kgwebo Street

Mabe Park

Rustenburg

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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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)

ESKOM HOLDINGS SOC LIMITED

14 Kgwebo Street

Mabe Park

Rustenburg

Name &
signature
of witness

Date

C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

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
		X16: Retention
		X18: Limitation of liability
		Z: Additional conditions of contract
	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)	Rodney Pretorius
	Address	ESKOM HOLDINGS SOC LIMITED 14 Kgwebo Street Mabe Park Rustenburg
	Tel	+27 14 565 1359
	e-mail	PretorGo@eskom.co.za
10.1	The <i>Supervisor</i> is: (Name)	The supervisor will be appointed for a particular project and will be specified in the project specific task order.
11.2(13)	The <i>works</i> are	Replacement of wooden poles on the medium

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voltage and live work maintenance of 11kV, 22kV, 33kV, and 44kV and 132kV overhead network and substations in the North West Operating Unit for a period of three (3) years

11.2(14)	The following matters will be included in the Risk Register	TBA		
11.2(15)	The <i>boundaries of the site</i> are	TBA		
11.2(16)	The Site Information is in	TBA		
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	Two (2) weeks		
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.		
3	Time			
11.2(3)	The <i>completion date</i> for the whole of the works is	[●].		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	To be detailed in Task Order	TBA
		2	To be detailed in Task Order	TBA
		3	To be detailed in Task Order	TBA
30.1	The <i>access dates</i> are:	Part of the Site		Date
		1	To be detailed in Task Order	TBA
		2	To be detailed in Task Order	TBA
		3	To be detailed in Task Order	TBA
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	One Week of the issue of the Task Order		
31.2	The <i>starting date</i> is	[●]		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Monthly		

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4 Testing and Defects		
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the works per project or section thereof if sectional completion is applicable.
43.2	The <i>defect correction period</i> is	Within 2 week upon notification of a defect,
	except that the <i>defect correction period</i> for	Where outages are required, within the scheduled outage period,
	and the <i>defect correction period</i> for	Critical circumstances ² , twelve hours.
5 Payment		
50.1	The <i>assessment interval</i> is	On completion of Task Order OR by the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	14 (fourteen) days for a SMME/BWO Consulting firm, and 30 (thirty) days for a BEE/ other Consulting firm after receipt of an Eskom approved invoice.
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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 <i>mutatis mutandis</i> 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.</p>
6 Compensation events		
60.1(13)	The place where weather is to be recorded is:	The boundaries of the site.
	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)

² For example, health and safety or asset destruction risks.

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		<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>The contractor using actual weather readings from the <i>boundaries of the site</i>.</p> <p>The nearest weather station of the South African Weather Service to the <i>boundaries of the site</i>.</p> <p>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Employer</i></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>	
60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	<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. To be detailed in Task Order</p> <p>2 To be detailed in Task Order</p> <p>3. To be detailed in Task Order</p>
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	As stated in Part C2.1, Pricing Assumptions.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	<p>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</p>

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		Foundation of Southern Africa (AFSA).
	Address	To be selected upon dispute
	Tel No.	To be selected upon dispute
	Fax No.	To be selected upon dispute
	e-mail	To be selected upon dispute
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	Johannesburg South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1(a)	The <i>base date</i> for indices is	Contract start date
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	<p>The rates provided in the Pricing Data will apply for the first 12 months after the <i>base date</i>.</p> <p>From the anniversary date of <i>base date</i>, the rates will be adjusted for inflation using the relevant tables published by SEIFSA and Statistics SA.</p> <p>Labour rates 60% in the Pricing Data will be adjusted as per Table C3 SEIFSA.</p> <p>Material rates 20% in the Pricing Data will be adjusted as per CPI Headline Statistics SA</p>

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		<p>Transport rates 10% in the Pricing Data will be adjusted as per Table L2 SEIFSA</p> <p>10% non-adjustable</p> <p>Price fluctuations may result in an increase or decrease in the rates provided in the Pricing Data</p>		
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.		
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	<p>Section</p> <p>1</p> <p>2</p> <p>3</p>	<p>Description</p> <p>As indicated in the Project Specific Agreement.</p> <p>As indicated in the Project Specific Agreement.</p> <p>As indicated in the Project Specific Agreement.</p>	<p>Completion date</p> <p>As indicated in the Project Specific Agreement.</p> <p>As indicated in the Project Specific Agreement.</p> <p>As indicated in the Project Specific Agreement.</p>
X5 & X7	Sectional Completion and delay damages used together	0.5 % of the contract value per hr to a max of 10%		
X16	Retention			
X16.1	The <i>retention free amount</i> is	None (Zero Rand)		
	The <i>retention percentage</i> is	5%		
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		
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date 		

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	Defects Certificate is limited to	and <ul style="list-style-type: none"> 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 the applicable deductible as at contract date.
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:	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor'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), <ul style="list-style-type: none"> 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) 7 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 Z15 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	

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delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

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

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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

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- 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 Subcontractor 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	means any one or more of a Coercive Action, Collusive Action Corrupt Action,

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Action Fraudulent Action or Obstructive Action.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services 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 Services for this reason.
- Z12.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z12.4 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.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

- 84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 84.2** The *Contractor* provides the insurances stated in the Insurance Table A.
- 84.3** The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the works, Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the works, Plant and 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	<u>Loss of or damage to property</u> <u>Employer's property</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance

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	<u>Other property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by applicable law
Liability for 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	The amount required by the applicable law

Z 13.2**Replace core clause 87 with the following:**

The *Employer* provides the insurances stated in the Insurance Table B.

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z14 Nuclear Liability

Z14.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z14.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z14.3 Subject to clause Z14.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or

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that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z14.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z15.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance

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with HSG248 and monitored according to HSG173 and OESSM.

- Z15.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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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.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on 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:	

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see www.ecs.co.za

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		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(3)	The <i>completion date</i> for the whole of the works is			
11.2(14)	The following matters will be included in the Risk Register			
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in	the Project Specific Agreement for any project executed in terms of this contract.		
11.2(31)	The tendered total of the Prices is	the Project Specific Agreement for any project executed in terms of this contract.		
	Data for Schedules of Cost Components	Note "SCC" means Schedule of Cost Components starting on page 60, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).		
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is	Minus %		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates. Please insert another schedule if foreign resources may also be used	Category of employee		Hourly rate

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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:	

CONTRACT : **Live work maintenance of 44kV - 132kV overhead network and substations in the Gemma Cluster - North West for a period of three (3) years**

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

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

Function of the Bill of Quantities

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

Guidance before pricing and measuring

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

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

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

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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*

CONTRACT : **Live work maintenance of 44kV - 132kV overhead network and substations in the Gemma Cluster - North West for a period of three (3) years**

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*.

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C3.1: EMPLOYER'S WORKS INFORMATION

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Description of the works

Executive overview

The contract is for the replacement of wooden poles and live work maintenance contract originated from the Distribution division (Maintenance & Operations and Asset Creation) in the North West (NW) Operating Unit on an "as and when" required basis at fixed activities and rates. The contractor will supply minor material, where Eskom is not able to supply.

The scope includes the following:

- Replacement of wooden poles and live work maintenance 11 -33 kV
- 44 – 132 kV live work maintenance
- Substation Maintenance

Replacement of wooden poles and live work maintenance

- These categories are grouped together since it requires the same complexity and are executed at the same time. Pole Replacements is the removal of the old rotten pole (tested by Plant) and replacing it with a new pole.
- During an outage both types of work will be done at the same time. All of this work must be done under outage conditions. From the line inspection and the rotten pole report the scope of the line is determined and prioritized.

1.	44 – 132 kV line maintenance	<ul style="list-style-type: none"> • This type of work consists of replacing poles, cross arms, insulators and when there are projects that will require 44 – 132 line not to be switched off. This type of work assists in reducing unnecessary faults and overtime callouts. • For these projects, the scope will be send to the contractors and they must visit the site and quote for the task order. • This a complex task and it required skilled and semiskilled workers only. • This makes using local labour from a village not possible for this type of work. Contractors are tasked to go to site to determine the scope that their teams can perform and quote for the work. • The same principle applies as it is a fixed rate contract but the quote is influenced by distance to site and camping if required. • The average cost per contractor per outage is R50 000 and the number of task orders that will be issued for this category is expected to be 300 per annum. • Since only one outage is allowed for a line it is essential that the contractors perform on the day on the outage and that they complete the full scope.
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2.	Substation Maintenance	<ul style="list-style-type: none"> ▪ This type of work consist of replacing insulators, making or breaking of jumpers and bypassing of breaker and/or isolators in a substation. ▪ This a complex task and it required skilled and semiskilled workers only. ▪ This makes using local labour from a village not possible for this type of work. Contractors are tasked to go to site to determine the scope that their teams can perform and quote for the work. ▪ The same principle applies as it is a fixed rate contract but the quote is influenced by distance to site and camping if required. ▪ The average cost per contractor per outage is R50 000 and the number of task orders that will be issued for this category is expected to be per annum. ▪ Since only one outage is allowed for a line it is essential that the contractors perform on the day on the outage and that they complete the full scope. ▪ Failure to complete will result that the fault on the line will remain for another year or more depending on the next outage
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The contractor must establish an office or base within the Operating Unit. The location of this base will be used to determine the distance to site and the maximum transport that is allowed to claim for a project.

If the team is required to work more than 100km from their base they will be allowed to camp and will be compensated accordingly.

All task orders are presented to the Task Order Committee for approval. The Task Order committee ensures that fair allocation is done and all contractors comply with Eskom's requirements i.e. Tax Compliance, CIDB, authorisations, Risk Audit System

This contract will facilitate ease of appointment of contractors who prequalify according to the Conditions of Tender as advertised. Work will be allocated on a fair basis to each contractor depending on their CIDB Grading and financial evaluation as carried out by Eskom.

All work shall be carried out to the specified requirements, standards and quality as set out by Eskom while observing and complying with all safety and environmental requirements at the agreed negotiated rates.

The Contractor is appointed on this contract on a Rate Only basis, as and when required. Eskom will provide confirmation of the total value of work completed in terms of this contract once the period of the contract has reached its agreed end date, or upon request of the contractor for the total value of each project completed to date at the time of request.

Eskom reserves the right not to appoint any work to a Contractor based on poor performance of the Contractor.

Employer's objectives and purpose of the works

Unmaintained plant will result in unplanned outages that will result in the negative impact of the line performance KPI's. This can also have an impact in public safety risk. The appointment of external service providers allows for mitigation of this risk.

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The Task order issued will form the basis of the agreement between Eskom and the Contractor for each project to be executed in terms of this contract and will detail all the project specific requirements for execution.

The terms and conditions contained in the task order will be in accordance with the terms and conditions of this contract but specific to the requirements of the project to be executed.

No work may commence on a project unless the Task Order has been issued, and the Contractor Safety File has been approved by Eskom, the 37(2) agreement has been signed and Site Access has been granted to the allocated Contractor. Eskom will not be liable to pay for any work unless a valid Task Order Number has been issued.

The Contractor is to submit the Project Specific Safety File within seven days upon being requested to do so by the Project Manager for approval by Eskom. The Safety File is to conform to all Eskom and OHS requirements. Should there be a need to rectify the safety file an additional opportunity will be granted to conform to the recommendations made by the Eskom SHE representative, and must be resubmitted within seven days for approval. Should the Project Specific Safety File fail upon resubmission the works will be allocated to another Contractor.

The Contractor will compile a Risk Register as per the terms and conditions of the ECC for discussion at regular Risk Reduction Meetings or as per agreement with the Project Manager.

It is expected from the Contractor to do the whole of the work as per timeframe set in the Task Order, and agreed Program of the Works.

The Contractor will be responsible for the collection and transporting of all necessary material from any and/or all Eskom warehouses and delivery of the material to site as well as return any material to Eskom stores from the site upon instruction from the Project Manager. Payments will be made based on the distance from the site to the relevant Eskom store and back to site.

Minimum recommended working hours to be observed site are from 07h30 to 16h00.

The contractor is to ensure that all required documentation prescribed by Law is kept on file at the site office. All OHS and Construction Regulation requirements are to be adhered to by the contractor.

The Contractor will also ensure that all plant and equipment dedicated to the project will not be removed from site until there is no use for the intended plant and equipment. No moving of plant and equipment between projects will be allowed as it will have impact on completion of the project and lead to delays in completion.

The Contractor is to ensure that all Site Managers are competent, and trained in the use of the ECC and are fully conversant and familiar with the usage and procedures thereof. Adherence to the terms and conditions of the ECC are essential and a requirement of all Contractor Site Managers dedicated to each project as per the Construction Regulations.

Payment Assessments will only be done for work done to date. No material on site will be paid for. Records of defined costs are to be kept on file on site whereby the *Project Manager* has access to this file at all times.

Interpretation and terminology

1.3.1 Abbreviations

The following abbreviations are used in the Works Information:








Abbreviation	Description
NWOU	North West Operating Unit
TBA	To be announced
PM	Project Manager
QS	Quantity Surveyor
BBBEE	Broad Based Black Economic Empowerment














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Abbreviation	Description
PPPFA	Procurement Preferential Policy Framework Act





1.3.2. Acceptance of Eskom SHEQ Policies and Procedures

The attached documents form part of this legal binding contract, the *Contractor* confirms that he has familiarized himself with all the embedded documents from 1 to 25 as indicated

No	Unique Identifier	Revision	Document Title
1	32 - 727	0	Safety, Health, Environment and Quality (SHEQ) Policy 32-727  32-727 Feb 2014.pdf
2	32 - 136	0	Construction Safety Health and Environmental Management  2_Construction Safety Health and En
3	32-524	0	Developing a Safety, Health and Environmental Specification  3_Developing a Safety, Health and En
4	34 - 333	1	Health and Safety Requirements to be met by Principal Contractors employed by Eskom Distribution 34-333  4_Health and Safety Requirements to be n
5	Eskom Life Saving Rules	1	Eskom Life Saving Rules 240-62196227  Eskom life-saving rules.pdf
6	Construction Reg 3		Notification of Construction Work to Department of Labour  6_Notification of Construction Work to
7	Construction Reg 4 & 5		Appointment letters for Client representative, Principal Contractor & Contractor  7_Appointment letters for Client repr
8 & 9	OHS Act	1	Written agreement on OHS Act Section 37(2) & Standard Clause

			 37 2 Jan 2014.doc
10, 11 & 12	34 - 1063	0	Expanded Public Works Report 34-1063.  10_34-1063 EPWP Works Instruction.pdf  11_EPWP Guidelines Second edition 2005.  Eskom EPWP report template rev 7.xlsx
13	DST 34-961	0	Legal appointments and authorizations  13_Legal Appointments and Au
14	TPC 41-55		Transporting persons on back of vehicles  14_Transporting of Passengers on the ba
15	LTIR	Master	Lost time injury report  LTIR Master.xls
16	1. Contractor Performance Evaluation	Master	 Single Evaluator Template for Contrac
17	2. Supplier Contract Quality Requirements	Master	 QM-58 Supplier Contract Quality Req
18	3. Hard Specifications Hat OHS 01/12/	Master	 OHS 01 12 Hard Hat Specifications.pdf
19	4. Identifying, Analysing, Documenting and Observing Tasks according to Criticality.	Rev 1	 DPC_34-380.pdf
20	5. Health & Safety Representatives inspection reports and guidelines	Rev 1	 DPC_34-228Health_Safety_Rep.pdf
21	6. Work at Heights Procedure	REV 1	 32-418 Work at Height Procedure.pdf

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22	7. SHE Requirements for the Eskom Commercial Process	Rev 1	 32-726 SHE Requirements for the
23	8. Vehicle Safety	Rev 0	 Vehicle Safety 32 345.pdf
24	9. 32-95 Environmental Occupational Health and Safety Incident Management Procedure	Rev 5	 32-95 Environmental Occupational Health &
25	10. Risk Audit System Template	Rev 0	 Audit Input Form Contractor RM 29 Sep

1.3.3. Acknowledgement by Contractor

I/We, do hereby acknowledge having read and understood the above annexed documents from 1 to 25 in Section 1.3.2 of this contract.

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

Signed at: on the day of 20.....

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

Management and start up.

Management meetings

The *conditions of contract* (e.g. Clause 16.2) require and other sections of the Works Information (e.g. safety risk management) may require (mandate) that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the *works*, it is probably beneficial for the *Project Manager* to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering and design management, may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters raised at such meetings.

The right to hold specialist meetings should be stated generically and in such a way that ambiguity with other parts of the Works Information is avoided.

The following text could be used as a model for this section:

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:
Pre-introductory meeting	Upon request of the Project Manager at an agreed date by	Site	PM, QS, Site Supervisor, Safety and Environmental

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	all parties		Representatives and the Contractor.
Introductory meeting	After safety and environmental files have been assessed and approved.	Site	PM, QS, Site Supervisor, Safety and Environmental Representatives and the Contractor.
Toolbox talk and risk assessment	Daily before work begins.	Site	Contractor and Site Supervisor.
Risk register and compensation events	As necessary.	Site	PM, Contractor and Site Supervisor.
Overall contract progress and feedback	On a regular basis as agreed with the Project Team and the Contractor	Site	PM, QS, Contractor, Site Supervisor, and Safety and Environmental Representatives.

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

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

Documentation control

All correspondence is to be addressed to the *Project Manager* with a chronological numbering system.

Health and safety risk management

The Contractor shall control his activities and processes in accordance with the Occupational Health & Safety Act, No. 85 of 1993 and Eskom's Construction Safety, Health and Environmental Management 32-136, Safety, Health, Environment and Quality Policy, EPC32-727 and SHE Requirements for the Eskom Commercial Process, ST32-726. The *Contractor* shall comply with the health and safety requirements contained in Section 1.3.2 of this Works Information.

The Contractors Project SHEQ File is to be updated on a continuous basis. The Contractor is to ensure that all relevant documentation and authorisations are contained in the file pertaining to the project. Upon completion of the project, the Contractor is to convert all documentation contained in the SHEQ file into electronic format and save it as a PDF File. The file name should contain the name of the Contractor and the project. The file should then be saved onto a disk or removal storage device and handed over to the Project Coordinator or Project Manager upon completion of the project.

Environmental constraints and management

The *Contractor* shall control his activities and processes in accordance with Environmental Requirements for the Procurement of Assets, Goods and Services, TST41-120 Rev. 2. The Eskom Environmental Management Plan provides the aspects and impacts that will require management and must be followed strictly. The *Contractor* is to prepare a site/factory specific separate EMP for all environmental concerns that might arise and any changes to the approved plan shall be reported and be approved by the *Eskom Environmental Representative* and *Project Manager* prior to the commencement of work.

In addition, the *Contractor* is required to ensure that all goods, services or works supplied in terms of this *Works Information* also conform to all applicable environment legislation(s), Safety, Health, Environment and Quality Policy, EPC32-727; SHE Requirements for the Eskom Commercial Process, ST32-726; (and

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additional requirements). The *Contractor* shall comply with the environmental criteria and constraints stated in Section 1.3.2.

When required, the *Contractor* must ensure that all *Subcontractors'* EMP comply with legal and other requirements and also includes all the environmental risks associated with the scope of work. The *Main (Principal) Contractor* shall define the specific risks applicable to the *Subcontractor's* scope of work or supply of kiosks.

The *Contractor* is to send a flash report for any environmental incidents that have occurred on site as soon as possible or within 24 hours to the *Eskom Environmental Representative* and *Project Manager* clearly stating any impact to the environment.

No environmental records shall be destroyed or discarded by the *Contractor*. Eskom as the *Employer* and the *Contractor* shall agree that the *Contractor* retains certain environmental records. Waste generated during the course of the project must be disposed at a registered site and the *Contractor* shall retain records of disposal.

Deviations from these requirements will be regarded as a non-conformance. Should there be concerns regarding environmental performance and non-conformance to environmental requirements, management engagements and interventions will be introduced to determine a means to addressing the shortfalls. Once these interventions have been explored and exhausted, then the *Eskom Supplier Disciplinary Process* will be followed.

The cost to the *Contractor* to obtain permits should it become necessary to cut a protected tree, ensure that waste is disposed of on a permitted, legal waste site and all relevant costs payable to dumping site as well as safe storage of all equipment which will be removed and replaced from site which will be transported upon instruction to the nearest designated disposal site within the North West Operating Unit.

Quality assurance requirements

2.5.1. Quality Plan

- The *Contractor* needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- The *Contractor* is required to employ a competent Supervisor or Foreman on site for the duration of the project to implement workmanship quality checks. .
- Eskom will do inspections and quality checks on installations completed by the *Contractor* prior to handover.

2.5.2. Quality Control

1. An approved Contract Quality Plan for the contract duration is to be implemented in conjunction with, and to the approval of, the *Project Manager*.
2. The *Contractor* needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification for each task order issued;
3. The *Contractor* is required to employ a competent Supervisor or Foreman on site for the duration of the project to implement workmanship quality checks.
4. Eskom will do inspections and quality checks on installations completed by the *Contractor* prior to hand-over of each project, but this does not relieve the contractor from doing 1st line inspections and doing quality work.

2.5.3. Quality Engineering

- a. All construction and installation methods are to comply with the Power Delivery Engineering standard requirements as contained in the National and Provincial Standards on the Distribution Technology websites.
- b. The *Contractor* shall comply with the Project Specifications included in the NEC document. Any changes proposed during the construction phase shall be communicated with the *Project Manager* who will then effect the Project Change Request approval process.
- c. Eskom Holdings SOC Limited's representative must be notified at least 30 days prior to the commissioning of the line (in the case of a line).

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- d. Eskom Holdings SOC Limited's representative must be allowed access to the site at any time during the construction to carry out an inspection of the works.
- e. Before the start of all Task Orders, prior to construction, the Contractor will compile a Quality Control Plan (QCP) and confirm with the relevant Clerk of Works which activities are identified as Holding Points/milestone and which activities he would like to be photographed as proof for compliancy if not present. A Holding Point is an activity for which arrangements have to be made for the Clerk of Works to be present and to witness the work procedure. The QCP shall be compiled using the relevant template.
- f. Each stage, once completed by the contractor, will be signed off by both the Contractor and Clerk of Works. The Clerk of Works will indicate whether the activity was: Witnessed (W) – present during this activity Verify (V) – not present but confirm compliancy.
- h. Once all the activities have been completed, the Quality Control Programme shall be presented to the Project Manager to sign off the Handover Certificate of each stage.

2.5.4. General Quality requirements

1. Compliance with the provisions of this clause in no way relieves the Contractor of the final responsibility to furnish an acceptable product and/or services.
2. The Contractor agrees to control and professionally preserve and store appropriate documents, records and recordings to guarantee the traceability of the services rendered and inspection thereof, as per the Contract.
3. The Contractor agrees to implement all necessary improvements for the installation, production and organisation deemed necessary to meet the requirements of the order.
4. The delivered product and / or service shall be uniform in Quality and condition, sound and free from defects, consistent with good industry practices and adhere to the requested Eskom requirements, without deviation.
5. Eskom shall have the right to conduct surveys and perform surveillance of the Contractor's and Sub-contractor's facilities to evaluate their capability to comply with the requirements necessary to conform to contractual requirements.
6. Eskom reserves the right to review , inspect and audit , at reasonable times , any or all parts of the Tenderer's QMS as well as documents associated with the service provision of the work included in the contract , at the Tenderer's premises or elsewhere . Verification by Eskom shall not absolve the Tenderer of the responsibility to provide acceptable product and / or services, nor shall it preclude subsequent rejection by Eskom.
7. The services must comply with the agreed specifications and the applicable directives and technical standards set out in the Scope of Work and Specifications. Defects notified by Eskom shall be remedied by the Tenderer upon demand by Eskom without undue delay and at no extra cost. The Contractor shall continuously monitor and identify non-conformances, both internal and external, as signals of opportunities for improvement making process and other relevant changes to prevent recurrence
8. The Contractor shall further identify potential problems before they occur by identifying deviations in patterns or trends in product, service or process performance.
9. Nothing contained in the Contract shall relieve in any way the Contractor from the obligation of Quality control thereof.
10. The Contractor guarantees that the quantity and Quality of the delivered product/services comply with the requirements of the contract and/or relevant specifications.
11. The Contractor shall prove its ability to relate to the proposed scope of work which establishes the manner in which the Tenderer intends to perform the Contract.
12. The Contractor shall, on request, prove its organisational, logistics and support resources to ensure the requirements of the contract can be achieved.
13. Eskom reserves the right to assess and measure , in the selection process, the qualifications , capability and competence of the key staff (assigned personnel) in relation to the scope of work and to interview any / all Tenderers to confirm the Quality evaluation.
14. The personnel of the Contractor, who will be conducting the service, will be available on a continuous basis until the conclusion of the project.
15. The Contractor shall demonstrate experience in comparable projects or specific aspects of the project and / or performance in similar projects.
16. The Quality of the service / product and the contents thereof will be in accordance with prescribed standards.
17. For the duration of the Contract , the Contractor shall ensure that suitably experienced people are assigned to perform designated work

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18. Prior to the commencement of the implementation of the works, the Contractor must have scrutinised Eskom's requirements with specific focus on, inter alia, its policies and practises.
19. It is the Contractor's obligation to ensure that his/her operations and the products and/or services it provides to Eskom comply with any applicable statutes and or regulations. Any non-compliance by the Tenderer and the resultant corrective actions shall be the responsibility of the Tenderer.
20. The Contractor shall ensure that he/she complies with the Scope of Work and that appropriate quality requirements (as in the main contract) are included in subcontracts placed by the Contractor to ensure sub-tenderer's compliance with the Scope of Work, if and when applicable.
21. The Contractor shall:
 - a) Support Eskom's effort to monitor, verify and / or witness any activities associated with the service at any reasonable time.
 - b) Comply with Eskom requests for documentation, records, inspections and witnessing. Eskom participation in audits, appraisals, assessment of plan and verification shall be conducted at no extra cost to Eskom.
 - c) Where applicable, the Contractor shall ensure that Eskom has access to all work procedures, quality records and to all supporting documentation through provision of access to view and photocopy as required to support verification of work scope requirements. Access shall include the ability to photograph Eskom equipment, systems, system components, materials, as required.
 - d) Provide access to all quality related information pertaining to activities performed by the Tenderer or sub-tenderer(s), which Eskom might not have participated in the witnessing of quality assurance or control thereof. (This refers to inspections, audits, or any part of the Contractor's QMS, performed by the Tenderer on its own sub-tenderers, if applicable).
 - e) Ensure above requirements (a-d) are communicated down to and accepted by sub-tenderers if and when applicable.
 - f) Utilise detailed review of the work scope to determine deliverables, including deliverable quality activities identified and delivery schedules.
22. The Contractor shall submit a draft Contract Quality Plan (CQP) within 7 days of conclusion of the contract. The CQP shall contain the following information: (See Annexure C of QM 58)
23. A cover page containing the following information:
 - a) The draft contract title
 - b) The Eskom tender number
 - c) The draft contract commencement and completion dates
 - d) The names, designations, signatures, of personnel responsible for preparing and approving CQP
 - e) Provision for Eskom acceptance of the CQP.
 - f) An index of contents.
 - g) A full description of the service Information.
 - h) A description of the communication channels between the Contractor and Eskom regarding all quality related issues (fixed contract meetings).
 - i) An organogram showing the structure of the Contractor, which shall show the quality management representative and all other personnel responsible for control of quality activities/processes.
 - j) An index of all the interfacing documents between the Contractor and Eskom.
 - k) A schedule (Index) of documents / records that shall be:
 - A list of all sub-tenderers that shall be utilized during the contract.
 - l) This list shall indicate:
 - The scope of service.
 - A method of acceptance of any sub-tenderers by Eskom shall be indicated (if applicable)
 - An indication of how the sub-tenderers shall be controlled and monitored during contract execution (if applicable)
 - Objective evidence that the Tenderer's sub-tenderers will work to the specified quality standard (if applicable)
 - A description of how all quality records shall be controlled (e.g. identified, completed, retained and disposition).
 - Application for non-compliance acceptance (concessions) registers to be updated during the contract.
24. The Contractor shall allow Eskom the right to:

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- a). Oversee Tenderer audit programs by participating in selected audits as an observer and by assessing Contractor at key work stages. Eskom will coordinate with the Contractor to develop an oversight schedule aligned with Contractor audit schedule.
- b) Access to any audit reports (if any)
- c) Conduct independent quality audits during all phases of the contract and the Contractor shall provide all resources to support these activities.
- d). Have electronic and hard copy access to all quality plans, procedures, documentation other quality records relating to the service provision including but not limited to data extracts.(if applicable)
- e) Carry out assessments and audits on all new Contractors and sub- Contractors.
- f) The Supplier shall comply with the Quality requirements as set out in the latest edition of Eskom QM-58 document, Supplier Contract Quality Requirements Specification, as well as all applicable legislation included in or referred to in this document.
- g)The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- h)The Contractor is required either himself or to employ a competent Supervisor or Foreman on site for the duration of the project to implement workmanship quality checks. .The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- i) Product packaging requirements to be complied with for purchased material and material collected from the Warehouse;

Programming constraints

A comprehensive and fully detailed programme is to be submitted within the seven (7) days after the introductory meeting and should indicate all milestones and critical dates. This programme must first be approved by the Project Manager and must be updated on an as and when required basis by the Project Manager.

Contractor's management, supervision and key people

The *Contractor* is to submit an organogram showing all key people involved in the contract 7 days after contract award. All key personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file. This would be essential if the *Contractor* is a Joint Venture.

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)

Procedures for Invoice Submission and Payment (e. g. Electronic Payment Instructions)

General Information	X
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right hand corner)	
- Bank details must be on the invoice or on a attach sheet, but it does not require a bank stamp just a letter)	

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- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	
- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original "certified copy" (i.e. not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	
With Reference Invoices	X
- Goods receipt must be done (payment with reference)	
- Ensure that the SAP purchase order number is clear and correct on the invoice	
- GR number to be written on the Invoices	
- If multiple lines on invoice write the line number of the order against the line to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)	

Employer's design

The Employer will supply Contractor with a final design document compiled by the Project Engineer detailing the scope of work to be executed on the project as well as Project Drawings.

Procurement

There is a cross reference from the definition of Disallowed Cost in Options C D and E to the Works Information regarding procurement procedures. This part of the Works Information MUST include any such procedures to be able to administer this procedure. Options A & B may also require constraints on procurement procedures.

People

Minimum requirements of people employed on the Site

All people employed by the Contractor to perform supervision of installation and commissioning should have Police Clearance before work can commence. The Contractor's employees shall be sober when carrying out their duties and may be subjected to random breathalyser tests.

BBBEE and preferencing scheme

Special Conditions of Contract

Only companies that are B-BBEE level 1 and 2 are eligible to tender in accordance with paragraph 4(1) (a) and 4(2) of the PPPFA regulations 2017.

B-BBEE Requirement:

- Valid original or certified copy of sworn affidavit in the case of EME's must be submitted (affidavit must be completed fully), or
- Valid Copy B-BBEE Certificate issued by CIPC for EME's. OR
- Valid original or certified copy of the B-BBEE certificate / sworn affidavit in the case of QSE's must be submitted, or
- Valid original or certified copy of the B-BBEE certificate issued by SANAS Accredited Verification Agency for Generic Entities must be submitted, or
- For JV's only valid original or certified copy B-BBEE Certificate issued by a SANAS Accredited Verification Agency will be accepted and the certificate should be in the name of the JV.

KEY NOTES OF DETERMINING VALIDITY OF B-BBEE SWORN AFFIDAVITS:

Contractors submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- a) Name/s of deponent as they appear in the identity document and the identity number.
- b) Designation of the deponent as the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit. (Mark the applicable option).
- c) Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- d) Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. (No blank spaces to be left).
- e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management account. (Mark the applicable option).
- f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue. (Financial year end to be stipulated by day/month/year).
- g) B-BBEE Status level. An enterprise can only have one status level. (Tick applicable level)
- h) Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.

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- i) Date deponent signed and date of Commissioner of Oath must be the same. (The sworn affidavit must be signed in the presence of the Commissioner of Oath). Furthermore the Commissioner must also sign and stamp)
- j) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest

If the relevant documentation/information as stipulated in the enquiry is not submitted and/or in case of a B-BBEE Sworn Affidavit does meet the above key requirements; said tenders will be disqualified.

Requirements

- CSD Registration – companies are to provide a valid CSD Registration Number.
- Acceptance of NEC3 Engineering and Construction Short Contract Conditions
- Fully complete and sign the SBD1 form in the invitation to tender.
- Fully complete and sign the SBD6 form in the invitation to tender;
- Valid proof of CIDB (Construction Industry Development Board) Registration with the EP or EP PE class at a level 2 CIDB grade or higher. However, where valid proof of CIDB Registration is not available at tender closing deadline, tenderers are at minimum expected to provide valid proof of application for Registration with the CIDB by tender closing deadline and proof of actual registration by contract award.
- The enquiry is for local contractors (South African contractors) only and no designated material is applicable.

Procurement Preference Hierarchy

Preference for awarding this contract and/or subcontracting is in the following order:

- Companies with more than 51% Black Ownership:
 - Enterprises Owned by Black People Living with Disability (BPLwD)
 - Black Youth Owned Enterprises (BYO)
 - Black Women-Owned Enterprises (BWO)
 - Black Owned Enterprises (BO)

4.1.2. Supplier Development and Localisation Requirements

An SD&L Compliance Matrix for the development of skills and/or the promotion of localised content applicable to the scope of work shall be provided at tender stage. Regular reporting on a monthly basis must be done and handed to the project manager to report on progress of compliance to the targets agreed upon at contract stage. This report must be handed over to the Project Manager on a monthly basis when submitting the assessment claim for payment.

Expanded Public Work Programme (EPWP)

- The *Contractor* must report all local/temporary labourers employed in a project
- The *Contractor* MUST submit a report on a monthly basis
- The *Contractor* must NOT wait until the end of a project in order to submit reports
- The *contractor* must submit the REV 7 report together with the assessment claim for payment.
- The *contractor* is responsible for assisting ESKOM in reporting all work done.
- Eskom's report feeds back to Parliament and non-reporting of *contractors* affects this report.
- No payment will be certified without the required report being submitted.

Lost Time Injury Report (LTIR)

- The *Contractor* must submit this report monthly with each payment assessment claim
- No payment will be certified unless this report is submitted.

SKILLS AND DEVELOPMENT

Eskom reserves the right to negotiate with the tenderer on Eskom's requirements. The outcome of the negotiations will be a contractual obligation. If negotiations are not required, the tenderer's SDL&I undertaking will become a contractual condition.

Skills development candidates should be currently unemployed graduates from TVET Colleges and universities and/or matriculants. The composition of the candidates shall be representative of the population

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demographics of South Africa – North West Province. The supplier will be provided with the list of skills as per respective discipline to choose from, this will mean this supplier will train candidate with skill type that is relevant to their area of expertise.

Tenderers are required to propose against the following training initiatives

Skills development matrix

List of proposed skills	Entry Requirement	Outcome
Live work training (Fully qualified/authorised)	Outcome 7 Pre-requisite	Certificate
Crane Operator	License	Certificate

It is expected that forty two (42) individuals should be trained on the courses stipulated below (if the budgeted value for this service is utilised) over the period of 3 years.

NOTE 1: An estimated 0.25% of the tender value is expected to be committed on skills development

NOTE 2: For each of the above training we require:

- 1 candidate for live work training
- 2 candidates for Crane Operator course

Eskom reserves the right to negotiate with the tenderer on Eskom's requirements. The outcome of the negotiations will be a contractual obligation. If negotiations are not required, the tenderer's SDL&I undertaking will become a contractual condition.

Enterprise or Supplier Development

Offer financial or non-financial assistance to a small business or a NGO based local to site (North West Province).

Subcontracting

The successful tenderer may be required to commit to the following subcontracting conditions where feasible; the subcontracting percentage or value will differ per task order. The subcontracting will however be limited to local to site (Project site) contractors that fall within the following category:

- BPwD
- BYO
- BWO
- BO
- A co-operative which is at least 100% owned by black people

The subcontracting conditions will be negotiated and agreed upon at task order award stage and the results thereof will form part of the task order agreement

Job Opportunities

Job creation targets will be confirmed at the task order award stage.

The employment (Jobs created) shall comply with the Employment Equity Act and represent the demographics of the Local to site communities.

The contractor will be required to submit a detailed Labour Resource Plan that reflects both retained and new jobs to be created by the project.

Tenderer to indicate number of Jobs to be created and/or retained from this contract;

N	Number of Jobs to be created	Number of Jobs to be retained

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Reporting & Monitoring

The contractor/s shall on a quarterly basis or as and when required submit a report to Eskom in accordance with Supplier's Local Development Monthly/Quarterly Report on their compliance with the SDL&I obligations described above.

Eskom shall review the reports submitted by the tenderers within 30 (thirty) days of receipt of the reports and notify the tenderers in writing if their SDL&I obligations have not been met.

Upon notification by Eskom that the tenderers have not met their SDL&I obligations, the tenderers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following quarter.

Correctness of the figures can be audited / verified at any time by an Eskom Representative from Supplier Development Localisation and Industrialisation.

Plant and Materials

Quality

The *Contractor* shall control his activities and processes in accordance with Eskom's Quality Requirements for Procurement of Assets, Goods & Services, QM-58 and ISO-9001.

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

The *Employer* requires warranties from the *Contractor* to be in favour of the *Employer* and not just to the *Contractor* during the life of the contract.

Tests and inspections before delivery

All materials shall be regularly tested at the manufacturers' factories. The *Contractor* shall make sure that regular quality control tests are carried out to ensure that good quality of the materials is maintained.

Construction

Work to be done by the Completion Date

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

Use of the *works* before Completion has been certified

The *Contractor* will have to carry out the supervision of the installations, as per the instruction of the *Project Manager*.

Materials facilities and samples for tests and inspections

From time to time random sample test and inspections may be requested, to ensure good quality of the goods being supplied.

Commissioning

Commissioning is to be done before or after Completion depending on the Programme from the *Project Manager*.

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

In order to put the *works* into operation the *Project Manager* may require the *Contractor* to either do this for him or be in attendance whilst he does it, depending on who is the responsible person.

Access given by the *Employer* for correction of Defects

Performance tests after Completion

Training and technology transfer

Operational maintenance after Completion

List of drawings

Drawings issued by the *Employer*

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

[illegible]

PART 4: SITE INFORMATION

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

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

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

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

General description

All relevant descriptions will be specified in the Project Specific Task order for any project executed in terms of this contract.

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

All relevant descriptions will be specified in the Project Specific Task order for any project executed in terms of this contract.

Subsoil information

All relevant descriptions will be specified in the Project Specific Task order for any project executed in terms of this contract.

Hidden services

All relevant descriptions will be specified in the Project Specific Task order for any project executed in terms of this contract.

Other reports and publicly available information

All relevant descriptions will be specified in the Project Specific Task order for any project executed in terms of this contract.