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NEC3 Engineering & Construction Contract

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| --- | --- | --- |
| **Between** | **ESKOM HOLDINGS SOC Ltd**  **(Reg No. 2002/015527/30)** | |
| **and** | **[Insert at award stage]**  **(Reg No. \_\_\_\_\_\_\_\_\_\_\_ )** | |
| **for** | **The Supply and Replacement of Roof infrastructure at Eskom Research and Innovation Centre (ERIC)** | |
|  |  | |
| **Contents:** |  | **No of pages** |
| **Part C1** | **Agreements & Contract Data** | **[●]** |
| **Part C2** | **Pricing Data** | **[●]** |
| **Part C3** | **Scope of Work** | **[●]** |
| **Part C4** | **Site Information** | **[●]** |
|  |  |  |
| **CONTRACT No.** | **[Insert at award stage]** | |
|  |  | |
|  |  | |
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Part C1: Agreements & Contract Data

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| --- | --- | --- |
| **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]** | **[●]** |
| **C1.3** | **Proforma Guarantees** | **[●]** |

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:

**ESKOM RESEARCH AND INNOVATION CENTRE ROOF REFURBISHMENT PROJECT**

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.

|  |  |  |
| --- | --- | --- |
| Option A | The offered total of the Prices exclusive of VAT is | **R [●]** |
|  |  |  |
|  | Sub total | **R [●]** |
|  | Value Added Tax @ 15% is | **R [●]** |
|  | The offered total of the amount due inclusive of VAT is[[1]](#footnote-2) | **R [●]** |
|  | (in words) **[●]** | |

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:** |  | | | |
| Name & signature of witness | *(Insert name and address of organisation)* |  | Date |  |
| Tenderer’s CIDB registration number (if applicable) | |  | | |

## 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 |  | | | |
| Name & signature of witness | *(Insert name and address of organisation)* |  | Date |  |

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

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

Note:

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

|  |  |  |
| --- | --- | --- |
| No. | Subject | Details |
| 1 | **[●]** | **[●]** |
| 2 | **[●]** | **[●]** |
| 3 | **[●]** | **[●]** |
| 4 | **[●]** | **[●]** |
| 5 | **[●]** | **[●]** |
| 6 | **[●]** | **[●]** |
| 7 | **[●]** | **[●]** |
|  |  |  |

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

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

|  |  |  |  |
| --- | --- | --- | --- |
|  | For the tenderer: |  | For the Employer |
| Signature |  |  |  |
| Name |  |  |  |
| Capacity |  |  |  |
| On behalf of | *(Insert name and address of organisation)* |  | *(Insert name and address of organisation)* |
| Name & signature of witness |  |  |  |
| Date |  |  |  |

C1.2 ECC3 Contract Data

**Part one - Data provided by the *Employer***

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

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

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

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Clause** | | **Statement** | **Data** | | | | | | | | | | |
| 1 | | **General** |  | | | | | | | | | | |
|  | | The *conditions of contract* are the core clauses and the clauses for main Option |  | | | | | | | | | | |
|  | |  | **B: Priced contract with Bills of Quantities** | | | | | | | | | | |
|  | | dispute resolution Option | **W1: Dispute resolution procedure** | | | | | | | | | | |
|  | | and secondary Options |  | | | | | | | | | | |
|  | |  | **X1: Price adjustment for inflation** | | | | | | | | | | |
|  | |  | **X2** **Changes in the law** | | | | | | | | | | |
|  | |  | **X5:** **Sectional Completion** | | | | | | | | | | |
|  | |  | **X7:** **Delay damages** | | | | | | | | | | |
|  | |  | **X16:** **Retention** | | | | | | | | | | |
|  | |  | **X17:** **Low performance damages** | | | | | | | | | | |
|  | |  | **X18:** **Limitation of liability** | | | | | | | | | | |
|  | |  |  | | | | | | | | | | |
|  | |  | **Z: *Additional conditions of contract*** | | | | | | | | | | |
|  | | of the NEC3 Engineering and Construction Contract, April 2013 (ECC3) |  | | | | | | | | | | |
| 10.1 | | The *Employer* 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 *Project Manager* is: (Name) | **To be advised at contract award stage** | | | | | | | | | | |
|  | | Address | **Eskom Research and Innovation Centre - Rosherville** | | | | | | | | | | |
|  | | Tel | **[●]** | | | | | | | | | | |
|  | | Fax | **[●]** | | | | | | | | | | |
|  | | e-mail | **[●]** | | | | | | | | | | |
| 10.1 | | The *Supervisor* is: (Name) | **To be advised by the Employer (at contract award stage)** | | | | | | | | | | |
|  | | Address | **Eskom Research and Innovation Centre - Rosherville** | | | | | | | | | | |
|  | | Tel No. | **[●]** | | | | | | | | | | |
|  | | Fax No. | **[●]** | | | | | | | | | | |
|  | | e-mail | **[●]** | | | | | | | | | | |
| 11.2(13) | | The works are | **Roof Refurbishment Project at Eskom Research and Innovation Centre, Rosherville** | | | | | | | | | | |
| 11.2(14) | | The following matters will be included in the Risk Register | **The contractor will need to be aware that the site is currently operational and should provide the necessary hoarding around areas being worked on**  **COVID-19 lockdown delays for which proof is required from the supplier.**  **Further risks to be identified at the initial project meeting and on an ongoing basis**  **The contractor will need to be aware of the Eskom Hook up at heights rules, as well as know that integrity of the current IBR sheeting is unknown** | | | | | | | | | | |
| 11.2(15) | | The *boundaries of the site* are | **Roof Refurbishment Project at Eskom Research and Innovation Centre, Rosherville** | | | | | | | | | | |
| 11.2(16) | | The Site Information is in | **Part 4: Site Information** | | | | | | | | | | |
| 11.2(19) | | The Works Information is in | **Part 3: Scope of Work and all documents and drawings to which it makes reference.** | | | | | | | | | | |
| 12.2 | | The *law of the contract* is the law of | **the Republic of South Africa** | | | | | | | | | | |
| 13.1 | | The *language of this contract* is | **English** | | | | | | | | | | |
| 13.3 | | The *period for reply* is | **Five (5) working days** | | | | | | | | | | |
| **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 *completion date* for the whole of the *works* is | **6 months** | | | | | | | | | | |
| 11.2(9) | | The *key date*s and the *condition*s to be met are: | ***Condition* to be met** | | | | | | | | ***key date*** | | |
|  | |  | **1**  **2** | **Notice of construction be given to Department of Labour**  **Security clearance of personnel and induction** | | | | | | | **As per approved schedule**  **As per approved schedule** | | |
|  | |  | **3** | **Safety File Submission and induction** | | | | | | | **As per approved schedule** | | |
|  | |  | **4**  **5** | **Formal notification of area to work on and formal approval – ERIC security**  **Design Freeze** | | | | | | | **As per approved schedule**  **As per approved schedule** | | |
| 30.1 | | The *access dates* are: | **Part of the Site** | | | | | | | **Date** | | | |
|  | |  | **1** | **Eskom Research and Innovation Centre with all regulation approvals to access and work** | | | | | | **Before Execution of works.** | | | |
|  | |  |  |  | | | | | |  | | | |
|  | |  |
| 31.1 | | The *Contractor* is to submit a first programme for acceptance within | **2 weeks of the Contract Date.** | | | | | | | | | | |
| 31.2 | | The *starting date* is | **TBC** | | | | | | | | | | |
| 32.2 | | The *Contractor* submits revised programmes at intervals no longer than | **2 weeks.** | | | | | | | | | | |
| 35.1 | | The *Employer* is not willing to take over the *works* before the Completion Date. | **All refurbishment work shall be completed before the *Employer* can take over the *works –* no sectional completion** | | | | | | | | | | |
| **4** | | **Testing and Defects** |  | | | | | | | | | | |
| 42.2 | | The *defects date* is | **52 weeks after Completion of the whole of the *works*.** | | | | | | | | | | |
| 43.2 | | The *defect correction period* is | **2 weeks** | | | | | | | | | | |
|  | |  |  | | | | | | | | | | |
|  | |  |  | | | | | | | | | | |
| **5** | | **Payment** |  | | | | | | | | | | |
| 50.1 | | The *assessment interval* is | **On the 25th of each month** | | | | | | | | | | |
| 51.1 | | The *currency of this contract* is the | **South African Rand.** | | | | | | | | | | |
| 51.2 | | The period within which payments are made is | **4 weeks.** | | | | | | | | | | |
| 51.4 | | The *interest rate* is | **the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and**  **(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.** | | | | | | | | | | |
| **6** | | **Compensation events** |  | | | | | | | | | | |
| 60.1(13) | | The place where weather is to be recorded is: | **Rosherville, Gauteng and surrounding areas to the site** | | | | | | | | | | |
|  | | The *weather measurements* to be recorded for each calendar month are, | **the cumulative rainfall (mm)** | | | | | | | | | | |
|  | |  | **the number of days with rainfall more than 10 mm** | | | | | | | | | | |
|  | |  | **the number of days with minimum air temperature less than 0 degrees Celsius** | | | | | | | | | | |
|  | |  | **the number of days with snow lying at 09:00 hours South African Time** | | | | | | | | | | |
|  | |  | **and these measurements:** | | | | | | | | | | |
|  | | The *weather measurements* are supplied by | **The South African Weather Bureau at the nearest station next to the site.** | | | | | | | | | | |
|  | | The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at: |  | | | | | | | | | | |
|  | | and which are available from: | **the South African Weather Bureau and included in Annexure A to this Contract Data provided by the *Employer*** | | | | | | | | | | |
| 60.1(13) | | Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are: | **As stated in Annexure A to this Contract Data provided by the *Employer*.**  **Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.** | | | | | | | | | | |
| **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 *Employer*'s risks | **There are no additional risks** | | | | | | | | | | |
|  | |  |  | | | | | | | | | | |
|  | |  |  | | | | | | | | | | |
|  | |  |  | | | | | | | | | | |
| 84.1 | | The *Employer* provides these additional insurances | **as stated for “Format A” available on** *http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\_Policies\_*  *From\_1\_April\_2014\_To\_31\_March\_2015.aspx*  **(See** **Annexure B for basic guidance)** | | | | | | | | | | |
| 84.1 | | The *Contractor* provides these additional insurances: | **as stated for “Format A”** | | | | | | | | | | |
| 84.2 | | The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of | **[●]** | | | | | | | | | | |
| 84.2 | | The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is | **whatever the *Contractor* deems necessary in addition to that provided by the *Employer*.** | | | | | | | | | | |
| 84.2 | | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is | **As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor’s* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).** | | | | | | | | | | |
| **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** |  | | | | | | | | | | |
| **A** | | **Priced contract with activity schedule** | **There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.** | | | | | | | | | | |
| **11** | | **Data for Option W1** |  | | | | | | | | | | |
| W1.1 | | The *Adjudicator* is | **the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see** [**www.ice-sa.org.za**](http://www.ice-sa.org.za)**). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).** | | | | | | | | | | |
|  | | Address | **TBA** | | | | | | | | | | |
|  | | Tel No. | **TBA** | | | | | | | | | | |
|  | | Fax No. | **TBA** | | | | | | | | | | |
|  | | e-mail | **TBA** | | | | | | | | | | |
| W1.2(3) | | The *Adjudicator nominating body* 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**](http://www.ice-sa.org.za) **) or its successor body.** | | | | | | | | | | |
| W1.4(2) | | The *tribunal* is: | **arbitration.** | | | | | | | | | | |
| W1.4(5) | | The *arbitration procedure* is | **the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.** | | | | | | | | | | |
|  | | The place where arbitration is to be held is | **[Gauteng] South Africa** | | | | | | | | | | |
|  | | The person or organisation who will choose an arbitrator   * if the Parties cannot agree a choice or * if the arbitration procedure does not state who selects an arbitrator, is | **the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.** | | | | | | | | | | |
| **12** | | **Data for secondary Option clauses** |  | | | | | | | | | | |
| **X1** | | **Price adjustment for inflation** |  | | | | | | | | | | |
| X1.1(a) | | The *base date* for indices is | CPI applicable if project is 12 months or more. Base date for indices confirmed where required and necessary | | | | | | | | | | |
| X1.1(c) | | The proportions used to calculate the Price Adjustment Factor are: | **proportion** | | | **linked to index for** | | | **Index prepared by** | | | | |
|  | |  | **0. [●]** | | | **[●]** | | | **[●]** | | | | |
|  | |  | **0. [●]** | | | **[●]** | | | **[●]** | | | | |
|  | |  | **0. [●]** | | | **[●]** | | | **[●]** | | | | |
|  | |  | **0. [●]** | | | **[●]** | | | **[●]** | | | | |
|  | |  | **0. [●]** | | | **[●]** | | | **[●]** | | | | |
|  | |  | **[●]** | | | **non-adjustable** | | |  | | | | |
|  | | Total | **1.00** | | |  | | |  | | | | |
| **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 *completion date* for each *section* of the *works* is: | ***Section*** | | **Description** | | | ***Completion date*** | | | | | |
|  | |  | **1** | | **Block B** | | | **as per the approved schedule** | | | | | |
|  | |  | **2** | | **Block C** | | | **as per the approved schedule** | | | | | |
|  | |  | **3** | | **Block D** | | | **as per the approved schedule** | | | | | |
|  | |  | **4** | | **Block E** | | | **as per the approved schedule** | | | | | |
|  | |  | **5** | | **G, K, J, H - Links** | | | **as per the approved schedule** | | | | | |
|  | |  |  | | | | | | | | | | |
| **X5 & X7** | | **Sectional Completion and delay damages used together** |  | | | | | | | | | | |
| X7.1  X5.1 | | Delay damages for late Completion of the *section*s of the *works* are: | ***section*** | | | **Description** | | | | | | **Amount per day** | |
|  | |  | **1**  **2**  **3**  **4**  **5** | | | **Block B**  **Block C**  **Block D**  **Block E**  **G, K, J, H - Links** | | | | | | **R5000.00**  **R5000.00**  **R5000.00**  **R5000.00**  **R5000.00** | |
|  | |  |  | | |  | | | | | |
|  | | The total delay damages payable by the *Contractor* does not exceed: | **Maximum of 20% of Contract Value** | | | | | | | | | |
|  | |  |  | | | | | | | | | |
| **X16** | | **Retention (not used with Option F)** |  | | | | | | | | | |
| X16.1 | | The *retention free amount* is | **0% of contract value** | | | | | | | | | |
|  | | The *retention percentage* is | **10% deduction on assessment of each Payment Certificate** | | | | | | | | | |
| **X17** | | **Low performance damages** |  | | | | | | | | | |
| X17.1 | | The amounts for low performance damages are: | **Amount** | | | | **Performance level** | | | | | |
|  | |  | **R 200,000.00 or cost of low performance damages stated** | | | | **Including and not limited to the following: Poor workmanship, inferior material quality or failure to follow approvable Method statement and Quality Control Plan (QCP)** | | | | | |
| **X18** | | **Limitation of liability** |  | | | | | | | | | |
| X18.1 | | The *Contractor*’s liability to the *Employer* for indirect or consequential loss is limited to: | **R0.0 (zero Rand)** | | | | | | | | | |
| X18.2 | | For any one event, the *Contractor*’s liability to the *Employer* for loss of or damage to the *Employer*’s property is limited to: | **the amount of the deductibles relevant to the event described in the insurance policy format selected in the data for clause 84.1 above, which policy is available on** *http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\_Policies\_*  *From\_1\_April\_2014\_To\_31\_March\_2015.aspx* | | | | | | | | | |
| X18.3 | | The *Contractor*’s liability for Defects due to his design which are not listed on the Defects Certificate is limited to | **The greater of**   * **10% of the total of the Prices at the Contract Date and** * **the amounts excluded and unrecoverable from the *Employer*’s assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus R15M first amount payable in terms of the *Employer*’s assets policy.** | | | | | | | | | |
| X18.4 | | The *Contractor*’s total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to: | **the total of the Prices other than for the additional excluded matters.**  **The *Contractor’s* total liability for the additional excluded matters is not limited.**  **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for**   * **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 *works*, Plant and Materials),** * **death of or injury to a person and** * **infringement of an intellectual property right.** | | | | | | | | | |
| X18.5 | | The *end of liability date* is | **(i) Seven (7) years after the *defects date* for latent Defects and**  **(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.**  **A latent Defect is a Defect which would not have been discovered on reasonable inspection by the *Employer* or the *Supervisor* before the *defects date*, without requiring any inspection not ordinarily carried out by the *Employer* or the *Supervisor* during that period.**  **If the *Employer* or the *Supervisor* do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the *Employer* or the *Supervisor* to have discovered the Defect.** | | | | | | | | | |
|  | |  |  | | | | | | | | | |
|  | |  |  | | | | | | | | | |
| **Z** | | **The *Additional conditions of contract* are** | **Z1 to Z12 always apply.** | | | | | | | | | |
|  |  | | | | | | | | | | | |
| **Z1** | **Cession delegation and assignment** | | | | | | | | | | | |
| Z1.1 | The *Contractor* does notcede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer.* | | | | | | | | | | | |
| Z1.2 | Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry. | | | | | | | | | | | |
|  |  | | | | | | | | | | | |
| **Z2** | **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. | | | | | | | | | | | |
| 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** | | | | | | | | | | | |
| **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 or a judicial management 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 *Contractor* 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 *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor’s employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

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

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

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

**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.

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

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

**Annexure B: Insurance provided by the Employer**

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

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

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

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

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

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

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

In the case of contracts / packages within a project:

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

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

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

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

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

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

**[http://www.eskom.co.za/live/content.php?Item\_ID=9248](http://www.eskom.co.za/live/content.php?Item_ID=9248" \o "http://www.eskom.co.za/live/content.php?Item_ID=9248)**

# Annexure C: The *Employer*’s Panel of Adjudicators

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

|  |  |  |
| --- | --- | --- |
| Name | Location | Contact details (phone & e mail) |
| Nigel ANDREWS | Gauteng | +27 11 836-6760  [nigela@quoin.net](mailto:nigela@quoin.net) |
| Andrew BAIRD | Gauteng | +27 11 803 3008  [andrewbaird@ecsconsult.co.za](mailto:andrewbaird@ecsconsult.co.za) |
| Christopher BINNINGTON | Gauteng | +27 11 888-6141  [cdb@bca.co.za](mailto:cdb@bca.co.za) |
| Peter HIGGINS | UK | +44 1293 873 868  [peterhiggins@pdconsult.co.uk](mailto:peterhiggins@pdconsult.co.uk) |
| Bruce LEECH | Gauteng | +27 11 290 4000  [leech@counsel.co.za](mailto:leech@counsel.co.za) |
| Nigel NILEN | Gauteng | +27 11 465 3601; [nilences@global.co.za](mailto:nilences@global.co.za) |
| Peter THURLOW | Gauteng | +27 11 787 6226  [info@thurlowassoc.com](mailto:info@thurlowassoc.com) |

Information about the Panel and appointment of the selected Adjudicator is available from Eskom Supply Chain Operations management, by contacting Leighton Itholeng (Tel.: +27 (0)11 800 4031)

(Fax :+27 (0)86 668 0419) E-mail: [Leighton.Itholeng@eskom.co.za](mailto:Leighton.Itholeng@eskom.co.za)

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)[[2]](#footnote-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 *Contractor* is (Name): |  | | | |
|  | Address |  | | | |
|  | Tel No. |  | | | |
|  | Fax No. |  | | | |
| 11.2(8) | The *direct fee percentage* is | **%** | | | |
|  | The *subcontracted fee percentage* is | **%** | | | |
| 11.2(18) | The *working areas* are the Site and |  | | | |
| 24.1 | The *Contractor's* key persons are: |  | | | |
|  | 1 Name: |  | | | |
|  | Job: |  | | | |
|  | Responsibilities: |  | | | |
|  | Qualifications: |  | | | |
|  | Experience: |  | | | |
|  | 2 Name: |  | | | |
|  | Job |  | | | |
|  | Responsibilities: |  | | | |
|  | Qualifications: |  | | | |
|  | Experience: |  | | | |
|  |  | **CV's (and further key persons data including CVs) are appended to Tender Schedule entitled****.** | | | |
| 11.2(3) | The *completion date* 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 *Contractor*’s design is in: |  | | | |
| 31.1 | The programme identified in the Contract Data is |  | | | |
| **A** | **Priced contract with activity schedule** |  | | | |
| 11.2(20) | The *activity schedule* is in |  | | | |
| 11.2(30) | The tendered total of the Prices is | **(in figures)**  **(in words), excluding VAT** | | | |
|  |  |  | | | |
|  | 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).* | | | |
| **A** | **Priced contract with activity schedule** | **Data for the Shorter Schedule of Cost Components** | | | |
| **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 | **Category of employee** | | **Hourly rate** | |
|  | **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** |  | |  | |
|  |  |  | |  | |
|  |  |  | |  | |
| 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: |  | | | |

**Part 2: Pricing Data**

**ECC3 Option B**

|  |  |  |
| --- | --- | --- |
| **Document reference** | **Title** | **No of pages** |
| C2.1 | Pricing assumptions: Option B |  |
| C2.2 | The bill of quantities |  |

C2.1 Pricing assumptions: Option B

**The *conditions of contract***

**How work is priced and assessed for payment**

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

|  |  |  |
| --- | --- | --- |
| **Identified and defined terms** | 11  11.2 | (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. |
|  |  | (28) The Price for Work Done to Date is the total of   * the quantity of the work which the *Contractor* 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 *Contractor* has completed.   Completed work is work without Defects which would either delay or be covered by immediately following work. |
|  |  | (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities. |

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

**Function of the Bill of Quantities**

Clause 55.1 in Option B states, “Information in the Bill of Quantities is not Works Information or Site Information”. This confirms that instructions to do work or 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 (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

The P & G section of the bill is not used for the assessment of compensation events.

**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 |
| m2 | square metre |
| m2-pass | square metre pass |
| m3 | cubic metre |
| m3-km | cubic metre-kilometre |
| MN | meganewton |
| MN.m | meganewton-metre |
| MPa | megapascal |
| No. | number |
| Prov sum[[3]](#footnote-4) | provisional sum |
| PC-sum | prime cost sum |
| R/only | Rate only |
| sum | Lump sum |
| t | ton (1000kg) |
| W/day | Work day |

**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***

Only use this section if the statement for Option B in the Contract Data, “The method of measurement is \_\_\_\_\_\_\_\_ amended as follows” refers the reader to this section rather than include the amendments within the Contract Data statement. Otherwise delete this heading. In any case delete this note when complied with.

**Amplification of or assumptions about measurement items**

For the avoidance of doubt 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*.

Refer to Appendix B– Bill of Quantities

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| --- | --- | --- |
| **Document reference** | **Title** | **No of pages** |
|  | This cover page | 1 |
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| C3.2 | *Contractor*’s Works Information  (insert at award stage or delete if not applicable) |  |
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**C3.1: Employer’s works Information**

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**Description of the *works***

**Executive overview**

This is an Eskom Real Estate Project for **the Roof Refurbishment and Replacement at Eskom Research and Innovation Centre (ERIC).** The purpose of this project is to ensure that the roofs at ERIC are fully waterproof and compliant with the Health and Safety Regulations.

The scope of work includes the assessment, refurbishment of the existing roofs and possible replacement of skylights at Block E.

***Employer*’s objectives and purpose of the *works***

The purpose of the *Works* includes the following:

* Refurbishment / waterproofing of the existing concrete roof slabs
* Replacement of existing IBR roof sheets at Block E
* Replacement of the existing skylights – where necessary
* Installation of a lifeline for safe access to the roof at Block E

**Interpretation and terminology**

The following abbreviations are used in this Works Information:

|  |  |
| --- | --- |
| **Definition** | **Description** |
| Acceptance | The *Employer* accept the condition or design but does not take responsibility from the Contractor |
| Approval | Written agreement or authorization by *Employer*. All requests for approval must be submitted in writing and any proposed deviation from specified requirements must be fully justified and agreed by *Employer*. |
| *Contractor* | Refers to the corporation appointed to perform the engineering, procurement, and construction Works required for the project. |
| Design freeze | Is a binding decision that defines the whole product, its parts or parameters and allows the continuation of the design based on that decision (no further changes can be made to the design, it is cut-off for the engineers) |
| *Employer* | Refers to Eskom Holdings State Owned Company |
| Interface | Interface in these document means either to hard wired or software interaction between the *Contractor*s and/or other Works |
| Maintenance | Maintenancecan be defined as the function of keeping components or equipment in or restoring them to a serviceable condition so that they comply with design and statutory requirements and *Employer* standards. Maintenance includes the cleaning, removal of contaminants and waste, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, rust prevention, touch up, refrigeration charge, servicing, inspection, replacement, re-installation, troubleshooting, calibration, condition determination, repair, modification, overhaul and rebuilding of equipment. Maintenance can be either preventative or corrective of nature. |
| Maintenance Management | Maintenance Management can be described as the management (planning, organising, leading and control) actions needed to ensure effective maintenance execution to provide the most efficient and optimum availability (capable of being used) and reliability (consistent quality) of the equipment installed. |
| Specification | The document/s forming part of the contract in which the methods of executing the various items of work to be done is described, as well as the nature and quality of the materials to be supplied and it includes technical schedules and drawings attached thereto as well as all samples and patterns |
| System | A set of things working together as parts of a mechanism or network in an organised manner or method such that the requirements of the System are achieved. |
| The Client | The end user will be Eskom who will be represented by Eskom Real Estate throughout the duration of the Project. |
| Unequipped spare | A functional unit that does not house any electrical components but is intended to be used in future by retrofitting/modifying the functional unit. |

The following abbreviations are used in this Works Information:

|  |  |
| --- | --- |
| **Abbreviation** | **Description** |
| ERIC | Eskom Research and Innovation Centre |
| CoE | Centre of Excellence |
| C&I | Control and Instrumentation |
| EMaP | Engineering Management Plan |
| LPS | Low Pressure Services |
| OEM | Original Equipment Manufacturer |
| OPEX | Operating Expenditure |
| Qty | Quantity |
| SANS | South African National Standard |

**Management and start up.**

**Management meetings**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title and purpose** | **Approximate time & interval** | **Location** | **Attendance by:** |
| Risk register and compensation events | Fortnightly | ERIC | *Employer*, *Contractor*, *Supervisor*, and Consultants |
| Project Meetings | Weekly | ERIC | *Employer*, *Contractor*, *Supervisor*, and Consultants |
| Stakeholder Forums | As required | ERIC | *Employer*, *Contractor*, *Supervisor*, and Consultants |

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 contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e mail itself. All of which will be copied to the Principal Agent/ Project Manager.

The Contractor will submit the following documents to the Employer for review, the Employer will review the documents for acceptance and inform the Contractor if the documents have been accepted or if it is not accepted and stating the reasons of not the accepting the documentation. The Employer will give the Contractor reasonable time which will be agreed to between the Contractor and the Employer to respond or re-submit the documents.

The documents are as follows:

|  |  |
| --- | --- |
| **Title and purpose** | **Frequency** |
| Weekly plan | Every Monday of the week |
| Weekly progress report, reporting on actual work completed. | Every Friday of the week, reporting on the previous week’s progress |
| Three weeks look ahead plan – detailing planned activity during the period | Monthly |
| Risk Register | Monthly |
| Permit to perform work related to civil engineering | When required |

All correspondences of either commercial or technical nature, whether hard copy or email, either to Contractor or from Contractor shall clearly include the following information: contract number, subject matter, and document/ correspondence number.

All documents shall be drawn as specified by the Eskom Engineering Drawing Standard – Common Requirements, the document number is 240-86973501. In addition, a document list shall be delivered in Microsoft Excel format that contains the following fields: “document name”, “document type”, “version number”, “date created” and “created by”.

**Health and safety risk management**

The *Contractor* shall comply with the health and safety requirements Attached to this tender.

**Environmental constraints and management**

The *Contractor* shall comply with the environmental criteria and constraints.

**Quality assurance requirements**

1. The *Contractor* demonstrates, provide and maintains a Quality Management System that is ISO 9001:2008 certified or compliant thereto. 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 for a period of at least 3 years after termination of the agreement to guarantee the traceability of the services rendered and inspection thereof.
3. The *Contractor* agrees to regularly update and implement all the latest technology available as well as the necessary improvements for the installation, production and organisation deemed necessary to meet the requirements of the agreement and in order to enhance all system capabilities and effectiveness to deliver high quality, cost-effective services.
4. The delivered product and / or services shall be uniform in Quality and condition, sound and free from defects or external copyright or intellectual property rights, consistent with good industry practices and adhere to requested Eskom requirements, without deviation.
5. Eskom shall have the right to conduct surveys and perform surveillance of the *Contractor’s* and/or *Sub*-*Contractor* facilities to evaluate their capability to comply with the requirements necessary to conform to contractual requirements.
6. Eskom reserves the right to inspect, at reasonable times, any or all of the *work* included in the Works Information at the *Contractor’s* or *Sub*-*Contractor’s* premises or elsewhere. Verification by Eskom shall not absolve the *Contractor* 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 contract and annexures. Defects notified by Eskom shall be remedied by the Contractor 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 and/or scope of work and /or works information shall relieve in any way the Contractor from the obligation of quality control thereof.
10. The Contractor guarantees that the quantity, quality and outward appearance of the delivered Product / services comply with the requirements of the contract and/or relevant specifications.
11. The Contractor shall, on request, prove its ability to relate to the proposed scope of work which establishes the manner in which the Contractor 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 and will be achieved.
13. Eskom reserves the right to assess and measure , during the existence of the agreement, the qualifications , capability and competence of the key staff (assigned personnel ) in relation to the scope of work and to interview any / all Contractors to confirm the Quality evaluation.
14. The professional personnel 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, on request.
16. The Quality of the service / product and the contents thereof will always be in accordance with professional standards.
17. For the duration of the Contract, the professional staff rendering the service / product, must be and remain a member of his/her Professional Society (where available/applicable)
18. The Contractor must, at all relevant times, scrutinise and be aware of Eskom’s requirements with specific focus on , inter alia , its philosophy , principles , strategies , practises , mission , vision , models, policies and practises.
19. It is the Contractor’s obligation to ensure that their operations and the products and services it provides to Eskom comply with any applicable statutes and or regulations. Any non-compliance by the Contractor and the resultant corrective actions shall be the responsibility of the Contractor.
20. The Contractor shall ensure that he complies with the works information and that appropriate quality requirements (as in the main contract) are included in subcontracts placed by Contractors to ensure subcontractor’s compliance with the works Information
21. The Contractor shall execute the Works in accordance with Eskom’s Quality requirements set out in QM 58 document: Supplier Contract Quality Requirements Specification.

**Programming constraints**

A programme showing the key activities is to be submitted with the tender documents or once appointed within two weeks showing the following:

Provide Bar Chart outlining start and completion date for construction activities on site. All critical path items must be identified and outlined on the Bar Chart.

The order and timing of operations which the *Contractor* plans in order to provide the works.

Strict adherence to the programme will be monitored and updated on a fortnightly basis to achieve the completion dates and submitted to Eskom Project Co-ordinator. Non-conformance to the stated programme will be liable for delay damages. Any deviations on time and cost are subject to Eskom approval.

The *Contractor* provides the Project Programme in Microsoft Projects Format to the level 3 detail. The programme is to be updated weekly and submitted to the *Project Manager* for review.

***Contractor*’s management, supervision and key people**

The *Contractor* provides the *Employer* with a detailed organogram of all staff and management on the contract, showing their lines of authority / communication, within two weeks of contract award. This is revised monthly and reflects any changes to the staff and management structure. The *Employe*r reserves the right to audit and verify the structure. The *Contractor* has a full-time Safety and Health Officers onsite

**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* submits his claim as per the NEC Payment Certificate format with supporting Activity Schedule on the assessment day. The Contract Number must be clearly visible on the NEC Payment Certificate. The *Employer* assesses the Payment certificates on actual work completed. Any issues regarding the claim are addressed by the *Employer* to the *Contractor*.

On acceptance of the Payment Certificate by the *Employer* the *Contractor* submits his invoice as agreed upon with the *Employer*. Payment will take place as per the NEC Conditions of Contract.

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

The *Contractor* includes the following information on each tax invoice:

• 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;

• The total Price for Work Done to Date which the Contractor has completed; excluding VAT, the VAT and the invoiced amount including VAT;

• Other amounts to be paid to the Contractor;

• Less amounts to be paid by or retained from the Contractor

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd

Email all invoices to: [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za)copies of all invoices shall be forwarded to the*Project Manager*

**Insurance provided by the *Employer***

*Contractor* familiarises themselves with the Eskom Insurance Format A as provided in the Contract Data and make provision for all items that they are liable for.

**Contract change management**

The *Employer* instructs changes to the scope at any time, each instruction sets out the change and the date on which it becomes effective; and is issued to the *Contractor* in writing to be valid.

**Provision of bonds and guarantees**

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer*’s right to termination stated in this contract.

**Training workshops and technology transfer**

Contractor shall provide training to Eskom’s technical team on how the installed equipment and systems must be operated. This training must be recorded.

**Engineering and the *Contractor*’s design**

The *Contractor* provides detailed designs by registered engineers/technologists to the *Project Manager* for acceptance. These would have to be reviewed with possible amendments having to be made to comply with Eskom requirements. Adequate time is allowed on the project schedule for this.

***Employer*’s design**

The *Employer* provides the following:

1. Functional specification:

All to which the *Contractor* is to comply with when he is required to provide detailed design documents of the *works*.

The scope of works include the production of detail design drawings, procurement, manufacture, fabrication, quality control, supply, delivery, construction, installation, commissioning, testing, handing over, training and maintenance during the guarantee period of all materials and equipment necessary for the complete refurbishment and replacement of roofing and skylights (if required) at ERIC.

The high-level scope is based on the following:

* Provide an inspection/assessment report of the current roof systems at Block E warehouse areas stating the root cause and the required remedial works,
* Provide a solution for safe access to the IBR covered roof with safety lines for hooking up at height,
* Provide inspection/assessment report and water proofing solution for the flat slab concrete roofs,
* Provide a solution to the existing roof drains,
* Repair/replacement of the existing roof access doors based on inspection/assessment,
* Provide a proposal for all the required works.
* Provide a design solution (where required) in line with the requirements of the technical specification.
* Design solutions are developed by a professional engineer at all design levels.
* Provide methodology for the design execution.
* Provide an integrated schedule for the construction period.
* Provide cost estimate for the full execution of the *works*.

**Parts of the *works* which the *Contractor* is to design**

The *Contractor* is responsible for the production of detailed design of the complete *Works* based on the *Employer’s* specification and that such designs are submitted to the *Employer* for approval prior to proceeding to technical specification development or next stage of the project.

The material selection is to be selected with due regard to the installation site conditions, particularly with respect to altitude, ambient temperatures and atmospheric conditions. The waterproofing material is to be selected to operate within the limits recommended by the manufacturers and where component will be required to operate at conditions deviating from the manufacturer’s standard selection tables, re-rating are to be done strictly in accordance with the manufacturer’s selection procedures.

The *Contractor* ‘s design is to comprise of design packages which will be reviewed and approved in accordance with *Employer’s* design review procedure 240-53113685. The design packages are to be developed in accordance with *Employer’s* Detail Design Report Template [240-49910707](https://hyperwave.eskom.co.za/240-49910707).

### General

1. Design, engineering, manufacture, quality control, procurement, handling, shipment and transport to/from site, storage, offloading, construction and erection, finishing, installation, commissioning, testing, optimisation and handover of equipment, tools and materials for the *works*.
2. The *Contractor* constructs and erects the *works* in accordance with the *Contractor’s* accepted design/proposal and takes cognisance of SANS 2001 and SANS 1200.
3. All *works* are designed for constructability, reliability, and maintainability.
4. The *Contractor* designs and procures all construction material and equipment required to perform the *works*.
5. The *Contractor* identifies and includes all items required to form a complete, reliable, fit for purpose operating *works*, which complies with the requirements as stipulated in this Works Information.
6. The *Contractor* provides all engineering calculations, drawings (hard and soft copy) models, inspection/quality reports, construction records, commissioning test reports, and other documentation as required by the scope of works.
7. The Contractor submits all inspection and assessment reports required as per the Civil Inspection Manual, 240-99527377.
8. The *Contractor* provides dimensioned general arrangement drawings of the designed remedial works and detailed drawings of all components of the *works*, sufficiently detailed for the preparation of maintenance and operating procedures.
9. The *Contractor* supplies drawings and documentation as specified in the Works Information. This includes, but is not limited to, GA drawings, fabrication drawings, construction drawings, as built drawings, maintenance and operating manuals for the fabrication and installation of the *works*.
10. The *Contractor’s* appointed *Professional Engineer* provides technical oversight during fabrication and construction.
11. Other Plant and Materials or items associated with this *works* is utilised with prior approval from the *Project Manager*.
12. The *Contractor* performs Factory Acceptance Testing (FAT) and Site Acceptance Testing (SAT) of the Plant and Materials where required.
13. The *Contractor* designs and provides all falsework and formwork and any other necessary temporary works for the safe execution of the *works*.
14. The *Contractor* ensures all designs Documents, Construction Documents, Method Statements and Quality Documents are accepted by the *Project* *Manager* Prior to the commencing of the *works*

### Civil and Structural Design Scope

The civil and structural design scope is in line with current SANS building regulations and codes of practice and 240-56364545, Structural design and engineering standard.

The design restricts the amount of additional loads that will be imposed on the existing structure. The *Contractor* takes into account the modifications that may be required to accommodate the safety lifeline system and new roof material at Block E.

It is not allowed to remove any structural concrete or mass concrete.

The modifications are sensitive to all environmental occurrences that could affect the normal operations of the building.

All exposed metal surfaces are protected against corrosion. The *Contractor* repairs the corrosion protection of the existing structures where the corrosion protection is compromised due to the execution of the works. The corrosion protection is compatible with the corrosion protection system used on the existing structure.

### Block E: IBR Roof

IBR sheeting over Block E warehouses has deteriorated and corroded in many areas. Replacement of the IBR sheeting is required except for the East side of Block E roof which was recently replaced with IBR sheeting that is white in colour. Actual conditional assessment of the skylight is performed by the *Contractor.*

The *Contractor:*

* Performs detailed investigations to assess the structural integrity of the existing skylight and IBR sheet support structures, prior to commencement of the work. Submits report with results of the aforementioned detailed investigation. The report shall include recommendations for structural modifications, all calculations and models used. The *Contractor* documents the outcomes and findings of the assessment along with proposed solutions that are approved by a Professional Engineer to the *Project* *Manager* for review and acceptance. Once the proposal is accepted the *Contractor* develops a detailed design of the accepted solution and issues it for review to the *Project* *Manager.*
* Implements the necessary structural modifications based on the outcome of the investigations to ensure that the new IBR sheeting is fit for purpose.
* Provides a design solution for the *Employer’s* consideration where the structural integrity assessment shows defects in the existing skylight system.
* Removes and installs new skylights where the structural integrity assessment shows defects in the existing skylight system and based on the *Employer’s* acceptance.
* Cleans existing skylights where no replacement is required;
* Provides a safe access solution to the roof of Block E for future maintenance and cleaning. This includes safety line system to hook up at height and demarcated safe routes.
* Assesses the insulation panels under the IBR layer and provides a replacement solution for the damaged panels. The panel is 25mm thick, non combustible glass wool insulation rigid board with an ASTM E-84 approved reinforced foil or similar.
* Safely removes, with no damage to the building and elements, all rubble from the site;
* Supply and install the new approved IBR roof sheets according to the specifications;
* Performs the inspections during installation of the new IBR roof sheets;
* Provides water proofing/seal solution at the IBR and skylight interfaces;
* Provide drainage conditional assessment and solution for perimeter gutters and drainpipes;
* Provide As-built, operating and maintenance documentation.

Prior to the execution of the *works*, all design documentation and detailed method statements from the *Contractor* are to be submitted to the *Project Manager* for review and acceptance by the *Employer’s* design office.

The *works* comply with but not limited to following codes and standards:

* 240-56364545, Structural design and engineering standard
* SANS 10160, Basis of structural design and actions for buildings and industrial structures
* SANS 10400, The application of the National Building Regulations
* SANS 1200, Standardised specification for civil engineering construction
* SANS 2001, Construction Works

#### IBR 686 Profiled Sheeting And Accessories

The approximate area is 3600 m²of IBR sheeting. The roof sheeting is IBR 686 inverted box rib profile manufactured from certified Galvanised 0.58mm steel. A certificate verifying compliance is issued by the manufacturer. The profile has 5 trapezoidal ribs at 171.5mm centres giving a net cover of 686mm with each pan incorporating a stiffener rib. The rib height is 37mm.

#### Material And Finish For IBR 686 Roof Sheeting

Galvanised steel Z200 0.58mm complying with ISQ300 with a Pre-painted hot-dip galvanised steel sheet colour coated finish to one side with a Pebble Grey backing coat

#### Fixing IBR 686

The sheeting is laid with side-laps on the leeward side of the prevailing wind direction. An approved side-lap sealant is incorporated on roofing with a pitch of less than 15 degrees. All fixing holes is drilled and not punched. Roof sheets are fixed by means of No.14 Top speed Hex Head screws 65mm long for steel purlins or 90mm long for timber purlins which incorporate 26mm diameter bonded washers. Side-lap stitching are affected at no more than 600mm centres with 25mm long Top speed Hex Head screws and incorporates 19mm diameter bonded washers.

Side Cladding (where required) is fixed by means of No. 14 Hex Head screws 25mm long for steel girts or 65mm long for timber girts and incorporates 19mm diameter bonded washers. Side-lap stitching are affected at no more than 600mm centres with 25mm long Top speed Hex Head screws and incorporates 19mm diameter bonded washers.

#### IBR 686 Flashings

Stop endings is formed at apex to form a dam and the pan turned down to form drip. The roof sheeting is closed as necessary with purpose made flashings which incorporate serrated closers and poly closers where necessary. Flashing is fixed to roofing by means of No. 14 Top speed Hex head screws 25mm long with 26mm diameter bonded washers on roof and 19mm diameter bonded washers for side cladding.

#### Safety

The contractor exercises special care when handling long length sheeting in accordance with the approved Health and Safety submission, particularly in windy conditions. Should work be interrupted for any reason, all loose sheeting and incomplete sections are adequately secured against possible movement by wind and gravity.

#### Installation

Every precaution is taken to prevent damage to roof structure and sheets during all stages of construction. Duck boards are used when necessary to protect the sheeting from damage. Sheeting which has become deformed or damaged in any way is replaced. Care is taken to ensure that no sheeting or flashing is cut with an abrasive disc on roof surfaces in order to prevent steel particles from penetrating coated surfaces.

#### Handling And Storage

The contractor ensures that all materials used on site for roofing/cladding, be transported, handled and stored in accordance with the manufacturer’s recommendations. Material damaged is rejected and replaced with undamaged material at the contractor’s expense. Repair of damaged material will not be permitted.

The adjacent Block D flat slab roof is assessed for usage as an access point and temporary storage. The flab slab roof is maintained in its current condition and the surface is protected adequately during material storage and movement.

#### Inspection Prior To Installation

Before commencing installation, the contractor verifies that the following items are checked and accepted:

* The entire structure or the portion thereof to be sheeted is correctly aligned, levelled and grouted.
* Purlins and girts are at the correct spacing and are within the specified tolerances.
* The corners of the roof are square, and the wall framework is perpendicular or as specified.
* No protrusions such as bolt heads, splice plates, cleats, etc. appear on the face of the framework.
* All members to which roofing and cladding are fixed in aesthetically sensitive areas are true and square.
* Paint and any other materials that may be incompatible with the sheeting, has been painted over or, so dealt with that direct contact with the sheeting is avoided.
* The contact faces between the purlins or the girts and the cladding are in the same plane. Should the alignment be inadequate, the contractor requests instructions from the engineer before proceeding with the fixing of the cladding.

#### Protrusion Through Sheeted Surfaces

Protrusions such as pipes, ducts and the like, are adequately flashed where they pass through the sheeting surface. Where ribs must be cut away to permit penetration, additional framing is installed as required to support the sheeting. Depending on the position of the penetration through the roof, special attention is given to back flashing the sheeting to the ridge or point of water entry. In all cases, all cutting, and flashings is so arranged that adequate provision is made for the drainage of all troughs and corrugations.

#### Quality Assurance

The manufacturer is assessed and certified as complying with ISO 9001:2008 Quality Management System. A post-installation inspection and certification by the manufacturer is also required for quality assurance.

#### Cleaning Of Roof, Etc.

All debris, swarf, etc arising from the fixing of the cladding is removed from the sheeting as the fixing progresses. In addition, off-cuts of insulation, surplus fasteners, sealants, mandrels from pop rivets, off-cuts of sheeting, surplus flashing, food packaging, cartons, bottles, cans, etc. is not left on the roof or in the gutters. Care is taken to ensure that no such material enters, blocks or partially impedes the flow of water into the outlets, down pipes, etc.

#### Skylight Replacement (Where applicable)

Based upon the inspection report and acceptance from the *Project* *Manager*, where applicable the *Contractor* applies the following specifications for the skylight replacement:

The *Contractor* supplies rational assessment and rational designs, competent management, supervision and labour, parts and equipment to be installed, materials, consumables and construction equipment, tools, transportation, handling, hauling, stockpiling, loading, testing, certification etc., in all aspects to provide for the execution of the *works* in accordance with SANS 10137 requirements.

The *Contractor* makes provisionfor the *s*upply and installation of all equipment specified, performing construction and modifications, where necessary, and the provision of skilled personnel to perform the *works*. The *Contractor* shall provide a competent supervisor available at the *site* at all times during the execution of the *works*. Such supervisor acts for and represents the *Contractor* and therefore, all instructions given to him/her by the *Employer* are binding.

The *Contractor* designs a polycarbonate skylight to replace the existing one based on the requirements provided.

The *Contractor:*

* Performs concept design and submits a concept design report with associated drawings and product data.
* Performs all detail designs required for the supply and installation of the skylight.
* Performs detailed investigations to assess the structural integrity of the existing skylight support structure, prior to commencement of the work. Submits report with results of the aforementioned detailed investigation. The report shall include recommendations for structural modifications, all calculations and models used.
* Implements the necessary structural modifications based on the outcome of the investigations to ensure that the new polycarbonate skylight is fit for purpose.
* Assesses and provides a solution for any elements of the supporting structure that have been exposed to water ingress such as the wooden lateral beams.
* Assesses the water proofing and drainage systems related to the skylights installation and replaces the waterproofing where necessary.
* Safely removes with no damage to existing structure the existing skylight panels.
* Safely removes with minimal damage to the building, all rubble from the site.
* Performs the inspections during installation of the new skylight panels;
* Provide As-built, operating and maintenance documentation.

The new polycarbonate skylight panels need to meet the following requirements:

|  |  |
| --- | --- |
| Thickness | 10mm thick polycarbonate sheet installed in existing support structure |
| Shape | Rectangular panels to match existing |
| Size | Panel lengths and widths to be measured on site. |
| Rebate depth | Minimum depth of rebate shall be 20mm |
| UV Protection | Single sided UV protection |
| Fire Protection | Class I or II flame spread |
| Wind resistance | In accordance with SANS 10160-3 |
| Impact resistance | In accordance with 10J SANS 10400:B |
| Colour | Opal |
| Thermal movement | Movement due to an atmospheric temperature range of -10°C to 40°C |

**Note:**  *Contactor* to measure and verify dimensions given in this document. All Eskom safety requirements to be met at all times. (Refer to separate safety specifications in this regard)

**Procedure for submission and acceptance of *Contractor*’s Skylight design:**

The *Contractor* submits both Concept and detailed design reports and associated drawings containing the following:

Concept design

* Details regarding the modifications required to the building (structural and other);
* A multidisciplinary concept design calculation file/ report documenting all:
  + Specifications, codes and standards used in the designs;
  + Loads and forces;
  + Design criteria/ parameters used;
  + Design Philosophy;
  + Materials used;
  + Energy efficiency and Fenestration calculations as per SANS 10400: XA
  + All assumptions made;
  + All software input and output files incl. design models; and
  + All references/ sources of information used.
* Details regarding the means of providing access to the roof;
* Method statement for the removal of existing skylight panels;
* Details regarding the installation method for the new skylight panels;
* Concept layout drawings indicating: the modifications to existing structures, the new layout if required and the additional equipment positions if required.

Detail design

On acceptance of the concept design, the *Contractor* submits a detailed design and associated drawings containing the following but not limited to:

* A multidisciplinary detailed design calculation file/ report documenting all:
  + Specifications, codes and standards used in the designs;
  + Loads and forces;
  + Design criteria/ parameters used;
  + Design Philosophy;
  + Materials used;
  + Energy efficiency and Fenestration calculations as per SANS 10400: XA
  + All assumptions made;
  + All software input and output files incl. design models; and
  + All references/ sources of information used.
* Drawings indicating the detail of the forces exerted on the existing structures;
* Detailed drawings indicating the modifications to existing structures;
* An Assessment Review report by a professionally registered structural engineer/technologist proving that the integrity of the existing structure is not compromised by the installation of the new skylight panels or its supporting structure.
* Details of the design measures to ensure compliance with SANS 10400 XA.
* Details of the corrosion protection systems used.
* Confirmation that the design of the works complies with the National Building regulations.
* Submit an Operation and Maintenance Manual, where applicable;
* Details of the design measures to prevent ingress of water into the building.

Skylights Spares and Consumables:

Replacement components are to be readily available. The *Contractor* guarantees that all components are available in South Africa in the foreseeable future for at least 20 years

**Existing premises, inspection of adjoining properties and checking work of Others**

The *Contractor* surveys the existing skylight structure before any procurement, fabrication, or construction.

**Tests and Inspections of Skylights**

The *Contractor* includes the following on his ITP to be witnessed by the *Employer’s* Supervisor:

* Acceptance of all relevant documents and drawings;
* Inspection of the structural modifications before the installation of the skylight.
* Final inspection before the handover to the *Employer*;
* Inspection to ensure that all required records are available.

### Block B West: Flat concrete slab

Block B waterproofing is in good condition based on visual inspections. The West end of Block B has experienced leaks previously in heavy rainfall. It is suspected that this is at a point were some of the plant in that location is mounted.

The *Contractor:*

* Assesses the entire Block B flat slab roof water proofing and submits an assessment and recommendation report to the *Project Manager*.
* Performs flood test or any similar test to identify the leak at the west end.
* Installs water proofing membrane material where required that is seamless, UV resistant, allows for thermal movement and endures weather exposure.
* Provides waterproofing material details and specifications to the *Project Manager* for acceptance before application
* Provides waterproofing application method statement to the *Project Manager* for acceptance before application.
* Provide drainage system conditional assessment and solution if required

### Block C East: Flat concrete slab

Leaks are present due to deterioration. Patches have been done but there are still leaks especially toward the sides. The total area is approximately **1140 m²** of floor waterproofing.

The *Contractor:*

* Assesses the entire Block C flat slab roof water proofing and submits an assessment and recommendation report to the *Project Manager*.
* Removes the current water proofing and replaces with new waterproofing membrane.
* Installs water proofing membrane material that is seamless, UV resistant, allows for thermal movement and endures weather exposure.
* Provides waterproofing material details and specifications to the *Project Manager* for acceptance before application
* Provides waterproofing application method statement to the *Project Manager* for acceptance before application.
* Provide drainage system conditional assessment and solution if required.

### Block D: Flat concrete slab

Block D waterproofing is in good condition based on visual inspections.

The *Contractor:*

* Assesses the entire Block D flat slab roof water proofing and submits an assessment and recommendation report to the *Project Manager*.
* Provide drainage system conditional assessment and solution if required

### Links G, H, J and K: Flat slab

All link waterproofing is in good condition based on visual inspections.

The *Contractor:*

* Assesses the water proofing for all the link structures and submits an assessment and recommendation report to the *Project Manager* for consideration.
* Provide drainage system conditional assessment and solution if required

### All roof access doors

The *Contractor:*

* Assesses all existing roof access doors and submits an assessment and recommendation report to the *Project Manager*.
* Repair or replaces access doors, like for like, based on the report recommendation after acceptance by the Project Manager.
* Provides doors that have adequate corrosion protection due to weather exposure.

The design data specified in the Functional Specification and those dimensions shown on the tender drawings are intended for tendering purposes only. The Contractor is required to carry out detailed site investigation including detailed investigation of the condition of the roof systems and skylights and take the actual measurements onsite before proceeding with any designs of the complete Works as dimension accuracy remains the responsibility of the Contractor. All survey data must be submitted to Eskom for record purposes and to assist as input during the review process.

The site investigation is to record and assess the condition of all the roofs, propose the effective waterproofing method. The Contractor shall assume that all electrical services on site are operational.

1. In view of the concentration of construction and other activities likely to be experienced during the contract period, progressive and systematic finishing and tidying will form an essential part of this contract. On no account will soil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others. In the event of this occurring the *Employer* will have the right to withhold payment for as long as may be necessary in respect of the relevant *Works* in the area(s) concerned, without thereby prejudicing the rights of others to institute claims against the contractor on the ground of unnecessary obstruction.
2. Finishing and tidying shall therefore not be left to the end of the contract but shall be a continuous operation.
3. The *Contractor* is responsible for obtaining information regarding services for the existing works which may be affected by the new works. Before the *Contractor* commences operations, he must discuss with and have the acceptance of the *Employer’s* engineer concerned regarding the method he proposes to use for the safeguarding of any services and existing works he may encounter during construction. The cost of all precautionary measures, which may be necessary to ensure the safety of such services and existing works, as well as the protection of all persons, shall be borne by the *Contractor*. Any alteration to services, which may be required, shall be carried out by the Authority concerned at the expense of the *Contractor*. The *Contractor* shall be held responsible for any damage, injury or accident caused as a result of his failure to take the necessary precautionary measures.
4. The *Contractor* shall ensure that all safety regulations and measures are applied and enforced during construction, cabling, wiring,
5. The *Contractor* shall take all the necessary precautions to protect existing services, finishes and structures during the execution of the contract, and shall be fully responsible for all repairs and damages thereto. The costs for any repairs of damages shall be recovered from the *Contractor*.
6. The *Contractor* shall also exercise extreme care when excavations are made, to avoid damage to existing or newly installed services. Any damages to other services shall be rectified forthwith and the costs for the rectification will therefore be recovered from the *Contractor*.

#### 1.1 Outdoor Design Conditions

The outdoor design conditions for the ERIC Roofs are based on the Weather Bureau data. The mean maximum temperature for summer and mean minimum temperature for winter is taken as a design condition. The Weather Bureau does not list temperature and associated relative humidity (RH) as one set of data. The designer has to interpret data, study hourly temperatures and hourly humidity to establish the outdoor condition. The Eskom Academy of learning climate conditions are as follows:

• Summer: Ambient Temperature = 31.7oC DB 19.9oC WB (to be confirmed)

• Winter: Ambient Temperature = 1.1oC DB -2.2oC WB (to be confirmed)

• Elevation = 1633 m (to be confirmed)

#### 1.3 Indoor Design Conditions

All the waterproofing finish which will be used on the roof should maintain and align with outdoor conditions to prolong their lifespan and provide occupational hygienic requirements.

#### 1.4 Objectives and purpose of the ERIC roof refurbishment project

The objectives and purpose of the Works includes the following:

1. To ensure that the various identified roofs at ERIC are waterproof and comply with current statutory requirements/standards.
2. To provide a safe waterproof environment for occupants.
3. To provide a lifeline for easy access to the ERIC roof at Block E.

**Procedure for submission and acceptance of *Contractor*’s design**

**Documentation and Configuration Management**

**Document identification**

All documents supplied by the *Contractor* are subject to the *Employer’s* acceptance. The language of all documentation is in English. The *Contractor* includes the *Employer’s* drawing number in the drawing title block. This requirement only applies to design drawings developed by the *Contractor* and his Sub-Contractors. Drawing numbers are assigned by the *Employer* as drawings are developed.

The *Contractor* is required to submit the Vendor Document Submission Schedule (VDSS) as per agreed dates to the delegated *Employer’s* Representative. The *Employer* pre-allocates document numbers on the VDSS and sends back to the *Contractor* through the delegated *Employer’s* Representative. The VDSS is revisable and changes are discussed and agreed upon by all parties. The *Contractor’s* VDSS indicates the format of documents submitted.

**Document Submission**

All project documents are submitted to the delegated *Employer’s* Representative with transmittal note according to Project / Plant Specific Technical Documents and Records Management Work Instruction (240-76992014). In order to portray a consistent image it is important that all documents used within the project follow the same standards of layout, style and formatting as described in the Work Instruction.

The *Contractor* is required to submit documents as hard copies and electronic copies in PDF and native CAD formats (.DGN or .DWG which must be compatible with Bentley Microstation). Both copies must be delivered to the *Employer’s* Representative with a transmittal note.

**Email Subject**

The *Contractor* submits all documentation to the *Employer’s* Representative in the following media:

* Electronic copies are submitted to Eskom Documentation Centre through generic email address ([drmsharedservices@eskom.co.za](mailto:drmsharedservices@eskom.co.za)). The email subject as a minimum has the following: (Station\_Project Name\_Discipline\_Subject). Electronic copies that are too large for email are delivered on USB, large file transfer protocol and/or hard drives to the Project Documentation Centre. In a case where USB/hard drive has been submitted, a notification email, with the transmittal note attached, is sent to the project generic email address. The *Employer’s* Representative is copied on the email as well.
* Hard copies are submitted to the *Employer’s* Representative accompanied by the Transmittal Note.

**As-built drawings, operating manuals and maintenance schedules**

The *Contractor* is responsible for the compilation and the supply of all the documentation required during the various project stages and to provide the documentation programmed to link with the milestone dates. Documentation and drawings are programmed for delivery to meet the milestone dates and in accordance with the agreed VDSS.

At Take-over the *Contractor* provides two full sets of as-built documentation as hard copies and electronic PDF and native CAD formats (.DGN or .DWG which must be compatible with Bentley Microstation) to the *Employer*.

All documentation, including reports, manuals, etc. is in the English language.

**Documentation System**

The *Contractor’s* document system is comprehensive in the management and control of the documentation based on a master document. Automatic prevention of duplication of numbering or ambiguity is built into the system.

All documentation submitted, by the *Contractor*, is accompanied by a signed documentation transmittal note.

The *Contractor* provides the following three weeks before the commissioning

As-built revision of all the design documents;

Operating and maintenance manuals where applicable.

Inspections and test records for the tests and inspections required.

**Documentation Control**

The *Contractor* implements a comprehensive document control of all documents, their revision status and of the document status in relation to the 'as built' and 'as designed' or commonly known as “Approved for Construction” status. Procedures, document control, flow diagrams and indexes are included in this system. The drawing register contains the following information and is submitted monthly in a Microsoft Excel format to the *Employer*:

* Drawing number (*Employer* and *Contractor’s* number)
* Revision
* Approval status
* Location of drawing at that stage
* Drawing description
* Sheet number
* Transmittal number
* Date of submission

The following process will be followed during submission of documents:

1. The *Contractor* submits the documents/drawings to the *Project Manager*
2. The *Project Manager’s* Document Controller registers the documents.
3. The *Project Manager’s* Document Controller will supply the documents/drawings to all relevant parties within the *Project Manager’s* project team.
4. The Employer’s project team reviews the documents/drawings and will submit all comments or inputs to the Contractor for consideration.
5. If the *Project Manager* finds major deficiencies in the submitted documents/drawings, the *Contractor* revises the documents/drawings and resubmits to the *Project Manager*.
6. The *Project Manager* reviews the documents/drawings and if no major deficiencies are found, the *Contractor* organises a Design Review session.
7. The Employer and the *Contractor* conduct a Design Review in accordance with 240-53113685, Design Review Procedure
8. If any fundamental errors were found in the designs or further actions are required, the *Contractor* record all concerns raised and revises the designs.
9. The *Contractor* organises a Design Review session once all designs were revised according to the concerns raised by the Employer.
10. If no fundamental errors were found in the designs during the Design Review session, the *Contractor* compiles the Design Review minutes or report and submits it to the *Project Manager*
11. The *Project Manager’s* Document Controller registers the report.
12. The *Project Manager’s* project team reviews the *Contractor* report/minutes. If the report/minutes are not acceptable, the *Contractor* revises the report/minutes and resubmits to the *Project Manager.*
13. The *Employer’s* Agent will accept the *Contractor* design once the report/minutes are accepted by the *Employer’s* project team.
14. *Work* shall at all times be subject to full time supervision by a qualified and experienced site agent. This representative must be authorised and competent to receive instructions on behalf of the *Contractor*.

**Other requirements of the *Contractor*’s design**

The *Contractor* is to comply with all legislated safety requirements as well as *Eskom’s* health and safety standards.

**Use of *Contractor*’s design**

The *Contractor* grants to the *Employer*, with effect from the starting date, an irrevocable royalty-free non-exclusive licence to use all of the documents provided to provide the Works (including, but not limited to calculations, drawings, manuals, models and other documents of a technical nature), for any purpose whatsoever, including for the purpose of operating, repairing, maintaining, dismantling, re-assembling and making adjustments to all parts of the *Works*.

**Design of Equipment**

The minimum general components design criterion that is to be met is as follows:

1. The waterproofing and new roof installations are to be designed to facilitate efficient manufacture, inspection, transportation, installation, maintenance, cleaning and repairs.
2. The roofs are to be designed to ensure safe and satisfactory operation for a life expectancy of at least 30 years under the conditions prevailing at ERIC
3. The new IBR components are to be designed to prevent undue stresses being produced by expansion and contraction due to temperature change and other local natural and manmade conditions.
4. The waterproofing is to be designed to comply with all the legal requirements in respect of safety and the prevention of environmental pollution.
5. The waterproofing shall satisfy any specific requirements contained in the relevant statutory codes and standards.

**Equipment to be included in the *works***

The *Contractor* is required to provide all *Equipment* required for the execution of the complete *Works* as detailed by the scope of work.

**As-built drawings, operating manuals and maintenance schedules**

The operating and maintenance manuals are to be detailed enough to operate, maintain, dismantle, reassemble, adjust and repair all newly installed equipment and Materials.

**As-built Drawings**

The *Contractor* is to provide “As Built” drawings based on the shop drawings embodying all modifications made during construction.

Safety and operation drawings must also be included “. Two hard copies (A1 size) as well as PDF copies saved on a memory stick - of “As Built” drawings are to be submitted to the *Employer* for *Acceptance*.

**Procurement**

The Contractor provides the following procurement services in performing the *works*:

• Preparation of Employer approved supplier and Sub-Contractor’s lists for equipment and contracts to be submitted to the Employer for review and approval.

• Follows the most cost and time saving procurement strategies.

• Contract management services for the selection, appointment and management of Sub-Contractors, where required to execute the scope.

• Obtains delivery dates from Sub-Contractors and suppliers in order to realize the Completion Date;

• Receiving of invoices, verification thereof in terms of purchase orders and contract provisions, certification of invoices as being correct and payable and supply of correct invoices to the Employer

• Management of and negotiating of all suppliers and Sub-Contractors compensation events and recommendations to the Employer as to the validity, amount and payment of such events.

• Determination of penalties payable by suppliers and Sub-Contractors and recommendation to the Employer as to the enforcement of such penalties prior to any communication to suppliers and Contractors.

• Ensuring that all suppliers and Sub-Contractors, from whom the Contractor procures equipment and materials do not retain, encumber or reserve title to such items.

**People**

**Minimum requirements of people employed on the Site**

* All Contractors personnel are subjected to access control conditions as per Eskom requirements.
* All workers employed on site comply with Eskom’s health and safety standards. Workers are not allowed to be transported on the back of vans or bakkies.
* Workers are restricted to the area of activity in close proximity to the construction.
* The Contractor recruits within the immediate District Municipality for general labour/ skills to execute the project.

**BBBEE and preferencing scheme**

*Contractors* has a minimum BBBEE Level 6 rating.

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

Not applicable for this Contract

**Subcontracting**

**Preferred subcontractors**

The *Contractor* notifies the *Project* *Manager* in the event of using any Sub-contractor and provides the *Project* *Manager* with a list of all sub-contractors on the project. Subcontractors cannot subcontract work to another subcontractor. The choice of the proposed sub-contractor is subject to the *Project* *Manager’s* approval before using the services of such subcontractor. The Subcontractor must be familiar with the required work and should submit CV’s of past experience and have the necessary statutory accreditations.

The *Contractor* provides the *Project* *Manager* with the Health and Safety plans of all the sub-contractors on the project, before commencing the project.

The *Contractor* coordinates his activity with other subcontractors who would be directly employed by the *Employer* for parts of the work not included in the scope of work

**Subcontract documentation, and assessment of subcontract tenders**

The *Contractor* uses the NEC subcontractor agreements. All subcontractor quotations for which provisional sums or budgets have been allowed, is first approved by the *Employer* or his representative with documentary proof. This is done well in advance of the planned scheduling of the work.

**Limitations on subcontracting**

As per Eskom requirements, subcontracting will be limited to 30% as far as possible. The *Employer* is notified where subcontracting exceeds the 30% threshold prior to commencement of the specific subcontracting works.

**Attendance on subcontractors**

The contractor attends to the activities of all subcontractors including direct subcontractors.

**Plant and Materials**

**Quality**

The *Contractor* will not use Materials which are generally recognised as being unsuitable or otherwise to be avoided for the purpose for which they are intended.

Only components of high reliability will be utilised, with a proven operating history, to enable the buildings to achieve required reliability and availability. Material design, engineering and manufacture will accord with the best modern practice applicable to high-grade products of the type to be furnished, so as to ensure the efficiency and reliability of the *Works* and the strength and suitability of the various parts for the *Works*.

Materials shall withstand ambient conditions and the variations of temperature arising under working conditions without distortion, deterioration or undue strains in any part.

No repair of defective materials will be permitted without the *Project Manager’s* *Acceptance* and any such repair, if Accepted, will be carried out to the satisfaction of the *Employer*.

The *Project Manager* is free to specify hold and witness points during the construction and on site testing stages of the project. The *Contractor* issues preliminary notification of such hold and witness points by fifteen working days advance notice to the *Project Manager*, and confirms such hold and witness points at least seven working days prior to the activity.

Typical hold points are listed below:

1. Design Review
2. Factory Acceptance Test
3. Delivery to Site
4. Erection
5. Site Acceptance Test
6. All manuals and drawings (in the specified format)
7. Commissioning and testing of the applied waterproofing

In addition to maintaining appropriate inspection and test records to substantiate conformance to requirements, the following records are safely stored for a minimum period of seven years following the final Completion of the *Works*:

1. Construction, layout and component *Acceptance*s
2. Type and routine test certificates
3. Construction (and as-built) drawings and *Acceptance*s

After this period, the *Contractor* offers these records to the *Employer* (in writing) and obtains a disposal instruction.

Documentation regarding quality procedures is submitted within thirty days of Contract Award. The *Employer* will review and comment on the acceptability of these documents in a time frame as per the requirements of the contract for contractual correspondence. If controlled copies of these documents have been submitted to the *Employer*, then the controlled copy numbers may be quoted in the submission.

The *Contractor* adheres to:

Vendor Document Submittal Schedule (the schedule to be issued to the Contractor by the Employer)

**Plant & Materials provided “free issue” by the *Employer***

None, all Materials are to be provided by the *Contractor.*

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

The *Contractor* takes all necessary steps to ensure that all Materials are adequately protected against damage during shipping, transport and storage.

Hoarding should be provided / erected around all material stored on site

**Spares and consumables**

None – no spares required

**Tests and inspections before delivery**

The *Employer* carries out quality inspections at his own discretion.

The *Employer* will inspect and approve stages of manufacture of all Roofing Materials necessary to ensure the correct quality of Materials as prescribed in the accepted project quality plan.

All inspections and testing are to be performed in accordance with the Quality Control Procedure (QCP) developed by the *Contractor* after *Acceptance* by the *Employer*.

The *Employer* reserves the right to reject items that do not conform to the *Employer’s* requirements.

The following tests are conducted by the *Contractor* and are to be witnessed by the *Employer* at the manufacturer’s *works* or *Contractor’s* premises as a minimum requirement:

1. Inspection of paint work and corrosion protection.
2. Verification that all waterproofing installed is correct.
3. Verification that all labels are correct.
4. All required concrete strength tests

**Marking Plant and Materials outside the Working Areas**

All Material paid for by the *Employer* is clearly labelled as being the *Employer’s* property.

***Contractor*’s Equipment (including temporary works).**

The *Contractor* provides the following to complete the *works*:

1. All scaffolding required
2. Any *Equipment* necessary to complete the *works*
3. Lifting facilities
4. All material to be used for hoarding purposes

The *Contractor* supplies, installs, maintains and removes all temporary construction facilities and utilities necessary to Provide the Works.

**Construction**

**General**

The *Contractor* is required to:

1. Adhere to the South African Environment Protection Act, the waste management code of practice and the South African Occupational Health and Safety Act No. 85 of 1993, the regulations promulgated thereunder and Eskom Safety, Health, Environment and Quality (SHEQ) Policy 32-727 for all *works*.
2. Submit a comprehensive method statement of the entire *works* to the *Project Manager* for acceptance prior to the start of the *works*
3. Submit a project specific safety file to the *Employer* for comments / acceptance.
4. Submit a detailed level 3 schedule for the *works* to the *Project Manager* for acceptance 2 weeks after contract award.
5. Prepare earthworks for craneage access and working rigging areas if required.
6. Dispose of all rubble at a waste disposal site to be approved by the *Employer*. The waste disposal site is selected to suit the classification of the materials to be disposed of. Certificates of disposal are submitted to the *Employer*.
7. Continuously monitor the condition in demolition areas and surrounding areas for any hazardous substances and in such case, the *Contractor* is takes necessary precautionary measures.
8. Manage his access to the working areas and the Site.
9. Manage his activities on Site to ensure that no interference takes place between his work and that of others.
10. Complete "Contract Activities Daily Reports".
11. Liaise with the *Project Manager* regarding utilities and telephone facilities required for his Site establishment if required.
12. Liaise with the *Project Manager* regarding the location of waste disposal sites and rubbish dumps,
13. Maintain and promotes labour harmony on the Site and in the working environment.
14. Immediately report any potential labour disharmony to the *Project Manager*.
15. Not recruit or employ any personnel from the *Employer* and Others, without prior acceptance of the *Project Manager*.

**Construction and Erection**

1. The *Contractor* is responsible for the safety of all personnel involved in the *works* as well as the safety of all personnel at the ERIC complex affected by the construction of the *works*.
2. The *Contractor* is responsible for the design, erection, maintenance and removal of all temporary or falsework required for the execution of the *works*.
3. The *Contractor* takes all necessary precautions to ensure that none of the existing structures and services that are not in the scope of *works* is damaged during any demolition required. In the event that structures and services which are not in the scope of work is damaged, the *Contractor* is liable to repair or replace the damaged items at their own cost.
4. All construction works complies with SANS 1200 standardised specification for civil engineering construction.

**Quality Management**

1. The *Contractor* submits a fully detailed Quality Control Plan (QCP) for acceptance within one week of the Contract Date.
2. The *Contractor* submits a schedule of unpriced orders to be placed and this is updated regularly.
3. The *Contractor* is responsible for defining the level of QA/QC (intervention Points) or inspection to be imposed on his *Subcontractors* and suppliers of material in the Quality Control Plans (QCPs). This level is based on the criticality of plant and materials, and is submitted to the *Employer* for acceptance.
4. Product data sheets and product samples are submitted for review and acceptance by the *Project Manager* after contract award and prior to the commencement of work.
5. All quality control documentation is submitted to the *Project Manager* within 7 days of Contract Date.

**Handover**

The *Contractor* is responsible for the provision of a final data book. The document contains all the relevant documentation, designs, drawings including as-built drawings, materials certificates, and product specifications on all products used, tests and results etc. which were applicable during the contract. The *Contractor* ensures that all relevant documentation is traceable and cross referenced where applicable.

**Data Book**

1. Apart from any statutory data packages required, the *Contractor* also compiles a data package of the relevant drawings, test certificates etc. which he submits to the *Project Manager* for acceptance. These include, but are not limited to:

* Document List
* Instruction for Work/Purchase Order
* Approved ITP’s, QCP’s
* Method statements and specification adhered to
* Rigging studies (if applicable)
* Risk assessments
* Approved Drawings
* Fabrication Drawings
* Material Certificates
* Approved NDT procedure
* NDT Reports / Results
* Certificate of Manufacture
* Inspection Reports
* Corrosion Protection Consumables Certificates
* Calibration Certificates
* Notifications
* Modifications
* Concessions
* TQ’s, ER’s and communication with Employer
* Non-conformance reports
* Internal Release Notes
* Transport notifications
* Additional
* Calculations for any temporary works that may be required for the safe execution of the works.
* Concrete cube test results and reports
* Welding procedure specifications
* Welder qualifications
* Non-destructive weld test results
* Weld test certificates
* Steel grade certificates
* Concrete test results
* As-built data and drawings of the completed *works* upon handover. As-built drawings are submitted in PDF and native CAD formats (.DGN)
* Structural Certificate signed by the Professional Civil Engineer confirming that *works* have been constructed in accordance with the design.

The contents are presented in a hard cover file or files.

The data packages are prepared on a daily basis for all completed work.

Two hard copies and one soft copy of the Data Book are handed to the *Employer* for acceptance.

Data Books are submitted for review and acceptance before completion of the *works* to the *Employer.*

**Temporary works, Site services & construction constraints**

***Employer*’s Site entry and security control, permits, and Site regulations**

The site is located in a part of an existing campus, with existing buildings all around, most buildings are currently occupied.

1. The *Contractor* attends the **Compulsory site meeting** prearranged by the *Employer* prior to submitting tender.
2. The *Contractor* ensures that he familiarizes himself with site conditions.
3. *Contractors* access is limited to the areas as indicated in the scope and *Contractor’s* staff is prohibited from roaming in the rest of the facility.
4. Eskom Holdings indemnifies themselves from any negligent events by the *Contractor* relating to the scope of the works within the contract period
5. The *Contractor*, his staff and the Sub-contractors maintain identification at all times e.g. Uniforms etc.
6. The *Contractor* is deemed to execute Safety Procedures to ensure the safety of his staff, Sub-contractors, Eskom staff during the Contract Period.
7. Use of power and loud tools to be controlled and/or managed with Eskom office management team.
8. The safety of the *Contractors* *Employees*, Subcontractors and building’s tenants takes preference over the scope of the works of this project.
9. All site instructions to be approved and authorised in writing by the *Project Manager.* If this directive is not adhered to it could result in non-payment.

**Access to the site**

1. The *Employer* provides the *Contractor* with an Access Certificate to formally provide access to the site.
2. The *Contractor* ensures that he is familiar with conditions of access to the buildings, which includes constraints to limited parking and no goods lift is available in some of the blocks.
3. The *Contractor* adheres to all the requirements which include, but not restricted to:
   1. Identity cards with photographs
   2. Cooperation in order to help Eskom provide the customer with a project schedule reflecting the period during which the construction and commissioning activities will take place.
4. The Contractor will be responsible for external disputes which may occur regarding the *works*.
5. The Contractor is when necessary or needed, required to make all the necessary arrangements with the Local Authorities via the Building Manager and or Eskom Representative.

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

Stated above.

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

Working after normal working hours and on weekends requires special permission. The Contractor shall give the *Employer a*dequate notice if this is planned.

**Health and safety facilities on Site**

Refer to SHE specifications issued.

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

The *Contractor* shall ensure that all fauna and flora is preserved and protected during his activity on site. All such fauna and flora will be reinstated after completion of the work.

**Title to materials from demolition and excavation**

None.

**Cooperating with and obtaining acceptance of Others**

Two week look-ahead schedule to be developed and submitted to *Project Manager* on a fortnight basis in order to make timeous arrangements for access into occupied buildings with the occupants concerned.

**Publicity and progress photographs**

The *Contractor* requests approval from *Project* *Manager* for any photography and progress photographs prior to undertaking.

***Contractor*’s Equipment**

The C*ontractor* keeps an inventory of equipment brought to site. This is verified and acknowledged by Eskom security to allow removal of such equipment when required by the contractor.

**Security of materials on sites:**

* The *Contractor* provides own security on site and is held liable for excess of insurance in case of theft or loss.

**Material and Bill of Quantities**

* Storage and security of material is the responsibility of the *Contractor* until the Final Completion Certificate is certified. The *Contractor* is responsible for all costs involved to expedite lost, damaged or stolen material.

**Equipment provided by the *Employer***

The *Contractor* provides all equipment and tools required to complete the *works*.

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**Site services and facilities**

The *Employer* will provide power and water,

The *Contractor* shall make provision of waste disposal, and submit proof in a form of Waste Disposal Certificates to the Employer for approval

The *Contractor* shall provide everything else necessary for providing the Works.

**Facilities provided by the *Contractor***

A clearly demarcated site establishment area will be provided by the *Contractor* for the following:

* Suitable facilities for *Contractor* to store all material and equipment
* Suitable facilities for his employees for changing
* Facilities for the consumption of food
* Site offices
* Toilet/Ablution facilities
* Other temporary facilities required by the *Contractor*

**Existing premises, inspection of adjoining properties and checking work of Others**

*Contractor* is to investigate existence of any services before commencement of work. Care is to be taken when *Contractor* is doing demolitions so as not to damage the work of others

**Survey control and setting out of the *works***

It is the *Contractors* responsibility to ensure accuracy when performing setting out of the *works*,

The *Contractor* shall provide adequate fastening to existing connection points.

**Excavations and associated water control**

Where excavation is required, the *Contractor* takes the necessary precautions not to damage any existing services

**Underground services, other existing services, cable and pipe trenches and covers**

There is limited information regarding existing underground services

Should the need arise for the contractor to work on underground services, the *Contractor* is required to conduct Scanning to determine the existing/underground services and provides this information as As-Build drawings to the *Employer*

**Control of noise, dust, water and waste**

The *Contractor* takes all precautions necessary to prevent any noise and dust whilst carrying out the work.

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**Sequences of construction or installation**

N/A.

**Giving notice of work to be covered up**

All project communication shall be in writing

**Hook ups to existing works**

*Contractor* stipulates methodology for hooking-up when working in heights and provides notification to the SHE Officer in advance and obtain permission to proceed. The *Contractor* cannot not hook up for lifting, supporting or for any other reason to any position or existing works in the plant without a written approval by the *Project Manager*.

**Completion, testing, commissioning and correction of Defects**

**Work to be done by the Completion Date**

The following is mandatory.

The contract is deemed to be complete when the following have been completed in accordance with the scope of work:

1. All the concrete roofs have been waterproofed and flood testing has been done
2. All steel roof at Block E has been replaced with the new IBR roof
3. All joints between skylights and roof sheet have been re-sealed and no leaks
4. Signed erection and safety clearance certificates have been submitted.
5. The final as-built drawings have been submitted.
6. All documentation has been submitted including testing reports and the associated certificates received. All Quality Control Plan (QCP) documentation received.
7. Technical, Operating, Maintenance manuals have been delivered
8. All documentation *and* as-builtdrawings are coded and labelled.

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

N/A

**Materials facilities and samples for tests and inspections**

The *Contractor* provides all Materials, facilities and/or samples required for tests and inspections.

The *Employer* reserves the right to call for samples of the Equipment offered to inspect the workmanship as the work proceeds and to either accept or reject the Equipmentor workmanship.

The *Employer’s* Acceptance of the workmanship or Equipment must in no way reduce the *Contractor's* liability to provide complete buildings.

The purpose of these inspections is to reduce the risk of non-compliant Equipment and *Materials* being transported to site. The presence of the *Employer* at the inspections does not reduce the *Contractor’s* responsibility to comply with the contract.

The *Contractor* is to make arrangements that these inspections are carried out within the boundaries of South Africa. Should any tests or inspections be required outside of the Gauteng Area, the *Contractor* is to allow in his Tender price for all costs (travel, accommodation, subsistence, etc) for two persons to attend such tests or inspections. Accommodation and subsistence arrangements are to be submitted to the *Employer* for *Acceptance* in writing

**Commissioning**

Commissioning shall be done after Completion

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

No alterations or adjustments will be made to the *Works* after functional checks are done without the *Employer’s* written permission.

At this stage the following must have been achieved:

1. Installation and pre-commissioning completed.
2. Testing report and the associated certificates received.
3. Signed erection and safety clearance certificates received.
4. Final Draft of the Technical, Operating, Maintenance manuals delivered.
5. All Quality Control Plan (QCP) documentation received.

**Take over procedures**

The *Employer* takes over sections of the *Works* on *Completion Dates* of the Accepted Program.

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

The *Project Manager* arranges the date and access to site for the *Contractor* to correct defects. The *Contractor* updates the site safety file and the records contained inside as per construction regulations. The *Contractor* will be responsible for ensuring that the area is barricaded before correcting any defects

**Training and technology transfer**

After Completion of the contract, the *Contractor* is required to provide training and transfer system knowledge to the building owner/manager by submitting documented Design Intent, As-built drawings, Operational and Maintenance Manual, Commissioning Records, Commissioning Report and by providing training on all the systems to the building management staff to ensure that they have all the information and understanding needed to operate and maintain the features and systems in the building.

The *Contractor* is to provide on-site training and training material to the Engineers, Operators and Maintenance personnel prior to taking-over of the *works*. The training will preferably be offered during the commissioning and testing for a minimum of ten (10) personnel. The *Contractor* will, prior to handing over of the *works*, satisfy the *Employer* or authorized representative that maintenance and operational personnel are competent and adequately trained to maintain and operate the Plant and Materials supplied.

The training is to cover the following, however not limited to:

1. Information provided in the design intent report (including energy/environmental features)
2. Measures that can be taken to optimise energy efficiency
3. Occupational health and safety (OH&S) issues
4. Maintenance requirements and sourcing replacements
5. Obtaining and addressing occupant satisfaction feedback

Steps for Conducting On-site Training are to include, but not limited to:

1. Preparation
2. Introduction
3. Explanation
4. Demonstration
5. Practice Under Supervision
6. Conclusion

The operating and maintenance manual must be available during the training of site staff. Site staff must also be made familiar with the contents of that manual.

**Operational maintenance after Completion**

N/A

**Plant and Materials standards and workmanship**

**Civil Structural Drawings**

The drawings include final general arrangements. Drawings include sections and details to fully identify design concepts, design loadings and any other special features.

Drawings are fully dimensioned and the dimension figures on the drawing are deemed to be correct, even if the drawings are not to scale. No dimensions are obtained from a drawing by scaling.

All drawings show full endorsement by a Professional Civil Engineer (including Pr. Eng Number and signature evident on all civil and structural drawings).

**Investigation, survey and Site clearance**

Contractor shall investigate all existing services before commencement of any removal of waterproofing

All existing services shall be sufficiently protected before commencement of any demolition work

**Material Certificates**

The *Contractor* provides a copy of the Materials Test certificates for all components included in the Data Books.

**Codes and Standards**

The design complies with the following codes and standards

## General

* SANS 10400, The Application of the National Building Regulations
* 240-101712128, Standard for the Internal Corrosion Protection of Water Systems, Chemical Tanks and Vessels and Associated Piping with Linings
* 240-56364545 Structural Design and Engineering Standard
* 240-76992014 Project / Plant Specific Technical Documents and Records Management Work Instruction
* 240-86973501 Engineering drawing Standard

The latest edition, including all amendments up to date of tender of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof:

* Occupational Health and Safety Act 85 of 1993 and regulations as amended

Applicable National Standards

* AWS D1.1 American Welding Society - Structural Welding Code - Steel
* SANS 10044-1 Welding Part 1: Glossary of terms
* SANS 10064 The preparation of steel surfaces for coating
* SANS 10100-1 The Structural Use Of Concrete Part 1 – Design
* SANS 10100-2 The Structural Use Of Concrete Part 2 – Materials and execution of work
* SANS 10160 Basis of structural design and actions for buildings and industrial structures
* SANS 10162-1 The structural use of steel Part 1: Limit-states design of hot- rolled steelwork
* SANS 10162-2 The structural use of steel Part 2: Cold-formed steel structures
* SANS 10400 Series the Application of the National Building Regulations
* SANS 1200 Series Standardised specification for civil engineering construction
* SANS 121 Hot dip galvanized coatings on fabricated iron and steel articles - Specifications and test methods
* SANS 2001 Series Construction Works
* SANS 2553 Welded, brazed and soldered joints - Symbolic representation on drawings
* SANS 50025 Series Hot rolled products of structural steels Parts 1-6
* SANS 9606-1 Approval testing of welders - Fusion welding Part 1: Steels
* SANS 1063 Earth rods, couplers and connections

*Employer’s* Design Standard:

* 240-56364545 – Structural Design and Engineering Standard
* 240-56364535 – Architectural Design and Green Building Compliance Manual
* National Building Regulations

**Other [as required]**

**List of drawings and Documents**

**Drawings and Documents issued by the *Employer***

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

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

|  |  |  |
| --- | --- | --- |
| **Drawing/Document number** | **Revision** | **Title** |
| 240-56364545 |  | Structural Design and Engineering Standard |
| 240-56364535 |  | Architectural Design and Green Building Compliance Manual |
| 240-53113685 |  | Design Review Procedure |
| 363-ERE-AABZ4-D00221-2 |  | ERIC Roofs Conditional Assessment |
| 240-99527377 |  | Civil Inspection Manual |
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**C3.2 *Contractor*’s Works Information**

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The *Contractor* conducts the required site assessments such as existing concrete slab conditions, locating above slab services (infrastructure for the storm water, electrical supply etc.) to complete the detailed design.

The *Contractor* conducts all other assessments including the Structural Conditional Assessment of the existing structures as deemed necessary for the execution of the new roof installations.

The *Contractor* develops detailed design and construction drawings in accordance with the *Employers* concept information, Specifications and Standards.

The construction is completed in accordance with the *Contractor’s* accepted detailed design

The *Contractor* provides a methodology and schedule for the execution of the *works*.

The *Contractor* provides a cost for the full execution of the *works*.

The *Contractor* is responsible for obtaining any permission, approval, concession, permit or licence required prior to commencement of the *works*

*The Contractor* to produce as built drawings to be submitted to the *Employer* at the end of the project

**Part 4: Site Information**

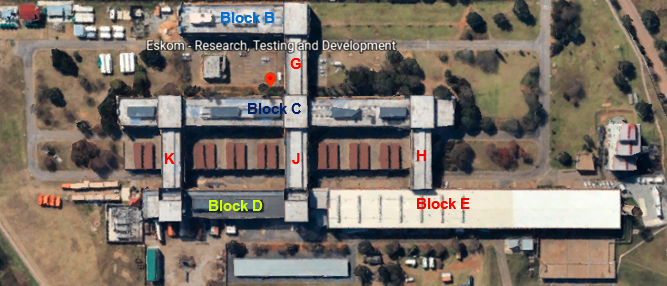
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**Part 4: Site Information**

**Description of the Site and its Surroundings**

**Existing System**

The campus comprises warehouse zones and multiple blocks with interlinking walkways. The blocks have flat concrete slab accessible roofs with water proofing. The ERIC Facility is located in Rosherville, Johannesburg South, as detailed by the figure below.



Block E roofing systems comprises IBR sheeting and seven skylight structures. Blocks B, C and D flat concrete slab accessible roofs with water proofing.

Links G, H, J and K are flat concrete slab accessible roofs with water proofing.

The Engineering conditional assessment report (363-ERE-AABZ4-D00221-2 ERIC Roofs Conditional Assessment) is issued to the *Contractor* upon appointment.

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

The actual construction area can only be accessed from the main gate. Every effort must be made to protect the property, belongings and vehicles. All areas that will require refurbishment must be assumed as currently operational and construction will need to proceed in phases. Every attempt must be made to ensure the safety and health of Eskom staff and its environment during the construction process as well as the least possible disruption to Eskom staff activity

**Hidden services**

All services whether underground or above ground shall be verified and confirmed by the contractor before starting with the work. This shall also be discussed with the project team to plan accordingly and confirm before starting with the work.

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*. [↑](#footnote-ref-2)
2. Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see [www.ecs.co.za](http://www.ecs.co.za) [↑](#footnote-ref-3)
3. Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. [↑](#footnote-ref-4)