



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and

for **Provision of Universal Access Project for Gauteng Cluster for a Period of Six Months**

Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments)	Page No.
Part C1	Agreements & Contract Data	
	C1.1 Form of Offer and Acceptance	2-3
	C1.2 Contract Data provided by the <i>Employer</i>	4-6
	C1.2 Contract Data provided by the <i>Contractor</i>	14
Part C2	Pricing Data	
	C2.1 Pricing assumptions	15
	C2.2 Price List	16-29
Part C3	Scope of Work	
	C3.1 Works Information	30-39
Part C4	Site Information	40

Documentation prepared by: Contracts Management

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Title of the Contract: Provision of Universal Access Project for Gauteng Cluster for a Period of Six Months

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the Contract, are contained in:

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

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

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

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

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

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

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 Contract Data

Data provided by the *Employer*

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

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ¹ is (Name):	Thoko Mvelase
	Address	1 Dale Road Midrand 1685 Eskom Academy of Learning
	Tel No.	013 699 7432
	Fax No.	[•]
	E-mail address	mvelasto@eskom.co.za
11.2(11)	The <i>works</i> are	Provision of Universal Access Project for Gauteng Cluster for a Period of Six Months
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Gauteng CNC's and HUB's building facilities (North & South Zones)
30.1	The <i>starting date</i> is.	TBA
11.2(2)	The <i>completion date</i> is.	TBA
13.2	The <i>period for reply</i> is	One week
40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	1 week after notification of defect
50.1	The <i>assessment day</i> is the	25 th of each month
50.5	The <i>delay damages</i> are	R500 per day
50.6	The retention is	5 %

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

51.2	The interest rate on late payment is	zero percent above the publicly quoted prime rate of interest (calculated on a 365 day per year) charged from time to time by the Standard Bank of South Africa (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.
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

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

Z1 Cession delegation and assignment

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

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

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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

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

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

confidential treatment will be afforded to the information so disclosed.

Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z5 Health, safety and the environment

Z5.1 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.

Z5.2 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.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.

Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

Z7.1 Delete from the last sentence in clause 61.1, “unless the event arises from an instruction of the *Employer*.”

Z8 *Employer’s limitation of liability; Add to clause 80.1*

Z8.1 The *Employer* liability to the *Contractor* for the *Contractor’s* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 *Termination: Add to clause 90.2, after the words "or its equivalent":*

Z9.1 or had a business rescue order granted against it.

Z10 *Addition to Clause 50.5*

Z10.1 If the amount due for the *Contractor’s* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Employer* may terminate the *Contractor’s* obligation to Provide the Works.

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

Z11 *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 Subconsultants 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.

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 The *Employer* may terminate the *Contractor’s* obligation to Provide the Services if a Committing

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

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 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.

Z12 Insurance

Z_12.1 Replace core clause 82 with the following:

Insurance cover 82

- 82.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 82.2 The *Contractor* provides the insurances stated in the Insurance Table A, from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity	Cover provided until
Loss of or damage to the works	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>	The <i>Employer's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	<p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>	The Defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily	<p><u>Loss of or damage to property</u></p> <p><u>Employer's property</u></p> <p>The replacement</p>	

injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	<p>cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date where covered by the <i>Employer's</i> insurance</p> <p><u>Other property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount required by the applicable law</p>	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	

82.3 The *Employer* provides the insurances as stated in the Insurance Table B

INSURANCE TABLE B

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

Z13 Nuclear Liability

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

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

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalized to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short-term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are affected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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

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

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

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

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

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

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

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

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

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

C2.2 Price List

The Price List is as follows / contained in _____ (delete the text which does not apply and this note)

CNC/HUB	Unit	Quantity	Material Rate	Material Total	Labour Rate	Labour Total	Total
ALTERATIONS							
REMOVAL OF EXISTING WORK							
CONCRETE							
Breaking up and removing reinforced concrete, including cutting off and removing reinforcement:							
Remove tiled concrete and steps	m2	3					
Cut concrete bollards	each	3					
230mm concrete wall	m2	2					
BRICKWORK							
<u>Breaking down and removing brickwork:</u>							
One brick walls 2000mm high	m2	68					
DRY SCREEN WALLS							
Remove dry screen walls	m2	2					

Remove existing drywall and rebuild in another position	m2	9					
DOORS AND WINDOWS							
<u>Taking out and removing doors, windows, etc. including thresholds, cills, etc:</u>							
Breakout and remove existing door size 2,2m x 0,90m and make good	each	4					
Remove door and supply and install door size 2000 x 3000mm	each	1					
Remove existing window size 1800 x 1500mm and reduce window opening	each	1					
Breakout and relocate existing windows (1800*1500mm) and make good	each	2					
VINYL, STUD RUBBER FLOORING, CARPETING							
<u>Taking up and removing vinyl floor coverings, carpeting, etc:</u>							
Strip away vinyl flooring	m2	30					
IRONMONGERY							
<u>Taking out and removing ironmongery:</u>							

Towel rail	each	5					
Remove existing door handle	each	1					
SCREEDS & PLASTER							
Hacking up/off and removing granolithic, screeds, plaster, etc. from concrete or brickwork and preparing surfaces for new screeds, plaster, etc:							
Strip down wall plaster and paint	m2	147					
SANITARY FITTINGS							
<u>Taking out and removing</u>							
Breakout and remove existing urinals	each	2					
Breakout and remove existing basins	each	8					
Break out and remove existing showers and make good	m2	11					
Remove existing sanitary bin (to make space for wheelchair)	each	2					
<u>OPENINGS THROUGH EXISTING WALLS, ETC.</u>							
Breaking out for and forming plain opening through brick walls, including prestressed concrete lintels, making good cement plaster on both sides and into reveals with steel trowelled finish (making good paintwork							

elsewhere):							
WINDOWS AND DOORS							
Supply and Install horizontal slatted disabled access door size 900x2032 with suitable door frame, handle,lockset and hinges	each	6					
Supply and install 803x2032 mm timber door with single door frame incl cyclinder stainless steel handle, cyclinder lockset and door hinges	each	5					
Supply and install new window size 600 x 600 mm with all amenities	each	1					
DRYWALL							
Supply and install dry wall 2700 m high	m2	59					
MASONRY							
Supply and install 220 mm brickwall	m2	7					
EXTERNAL WORKS							
Reduce clearview fence on each side	m	2					
Remove old gate and install high security gate wheelchair accessible (refer to SANS)	each	1					

Sub-total						R	
TILING							
FLOOR TILING							
Prepare surface and tile 600 x 600mm Porcelain tiles (semi-polished & non slippery), fixed with and including an approved adhesive as per project Managers specification according to Eskom Specifications							
On floors	m2	30					
Sub-total						R	
PAINTWORK							
<u>PAINTWORK, ETC. TO PREVIOUSLY PAINTED SURFACES</u>							
Paint one coat primer and finish with two coats wall paint	m2	147					
Sub-total						R	
EXTERNAL WORKS							
ROADMARKING							

Paving etc							
Floor and ground surfaces form an integral part of the accessible route throughout the site, both internally and externally, as part of the continuous path of travel. They shall be stable, firm and slip resistant (see SANS 784), under wet and dry conditions.							
Remove 200mm topsoil and dispose of unusable material	m3	4					
Supply and install G5 material	m3	4					
Backfill 120mm and compact to 93%mod AASHTO	m3	2					
Supply and install paving blocks	m2	20					
Supply and install edging kerb (1000x50mm)	m	40					
Supply and install plastic sheeting	m	20					
Resurfacing pathway and make wheelchair friendly	m	114					
Raise existing paving floor height with G4 infill, supply and install paving block (ramp)	m3	2					
Road signs, crash barriers, etc							

<i>Parking spaces shall be identified by a vertical sign incorporating the international symbol for access by persons with disabilities. The international symbol shall also be clearly painted on the road surface and it shall be 1 000 mm x 1 000 mm</i>							
Supply and install disabled parking sign	each	40					
<i>Contractor to allocate 2 standard bays to paraplegic parking (to be 6m x 4.5m in accordance to SANS10400-S:2011). NOTE: Road signs for persons with disabilities should be provided in accordance with the latest edition of The Southern African Development Community Road Traffic Signs Manual (SADC RTSM) published by the Department of Transport.</i>							
Road Marking							
<i>Etching primer and two coats reflective road marking yellow B49 paint on concrete</i>							
Road marking for wheelchair parking space	m2	78					
Accessible aisle marking	m2	673					
Visual Coloring							
Paint one coat primer and finish with two coats stoep paint under entrance door/on rises							

On steps, door entrances etc	m2	15					
Concrete, Formwork and Reinforcement							
Ramp For Reception Access							
25 Mpa concrete(unreinforced):							
To ramps	m3	21					
Edging to kerbs :							
Finishing top surface with power float on concrete ramp	m2	68					
Formwork							
Edge, risers etc							
Formwork to sides and edges not exceeding 300mm high	m	119					
Sub-total						R	
PLUMBING & DRAINAGE							
Sanitary Fittings for wheelchair-accessible toilet							

Rates for sanitary fittings to include for silicone and sealing to walls, cupboards and floors as applicable							
<i>Contractor to comply with SANS10400-S:2011 clause 4.12.2 for the paraplegic toilets</i>							
Dog Leg 2 Support Grab Rail 32mm in diameter	each	36					
Mirror (400 x 300 mm)	each	37					
Mixer Taps	each	34					
Paraplegic cistern single flush	each	34					
Lockable Stainless Steel 3 Tier Toilet Paper Dispenser	each	40					
Automatic Soap dispenser	each	34					
Basin 550mm Paraplegic	each	36					
Cistern Grab Rail with 750 mm diameter	each	36					
Automatic sensor hand dryer	each	36					
Paraplegic facility indicator bolt	each	36					
Paraplegic toilet signage 100x100 mm	each	31					
Male toilet signage 100x100mm	each	1					

Female toilet signage 100x100mm	each	2					
Sanitary bin	each	34					
Wall hung urinal	each	3					
Water closet	each	5					
Handwash basin with tap	each	5					
Lockers	each	24					
Sitting benches	each	4					
Extractor fan	each	2					
Waste bin	each	34					
Door handle and lock	each	34					
Sub-total						R	
Visual Alarm (For commercial buildings)							
Remove existing alarm system	each	1					
Supply and install complete wireless alarm system for 250 m2 buildings	each	10					
Supply and install complete wireless alarm system for 500 m2 buildings	each	10					

Hearing-Impaired, ADA-Compliant wireless Smart Strobe Light, 120V AC	each	111					
Sub-total						R	
Hearing Aid							
Laminating hearing cards A3	each	68					
Laminating smaller hearing cards for customers A4	each	340					
Supply erase markers	each	340					
Wood A4 container	each	68					
Sub-total						R	
External and Internal Signage							
Disabled Fire exit Sign	Each	14					
Disabled toilet sign	Each	14					
Wheelchair sign	Each	14					
Accessible toilet sign	Each	14					
Emergency evacuation wheelchair sign	each	14					
Handicap Accessible Exit Sign with Braille	each	14					

Accessibe entrance sign with braille	each	14					
Sub-total						R	
Provisional sums							
Budgetary allowance for plumbing works	sum	1				R 748 000.00	
Allow a budgetary allowance for electrical configurations to be expended / not expended as directed by the Project Manager including the COC certificate	sum	1				R 810 000.00	
Sub-total						R 1 558 000.00	
TOTAL FOR ALL THE WORKS (Excl. VAT)						R	

Preliminaries					
Item	Description	Unit	Quantity	Rate	Amount
1.1	Overheads for project (This includes Site Establishment Overhead Costs, Office Overheads, Administration Costs etc.)	month	6		R
1.2	SHEQ Management, OHSA appointments, PPE etc.	sum	1		R
1.3	Site establishment	sum	1		R
1.4	De-establishment & Rehabilitation of Site	sum	1		R
1.5	Architect	day	30		R
1.6	Supervisor	day	132		R
1.7	Safety Officer	day	132		R
					R

Transport					
1	Transport	Unit	Quantity	Rate	Amount
1.1	LDV	km	3000.00		R
1.2	Personnel Transport for Staff	km	5000.00		R
					R
Carried to Summary					R

Notes to Tenderer:

- Transport is for all Tshwane and Ekurhuleni zones or Vaal and Joburg zone sites as per scope and will be assessed based on logbook verified by Supervisor and approved by the Project Manager.
- All budgetary allowances will be assessed based on actual cost-plus fee based on NEC document
- The successful Tenderer will be awarded either for Vaal and Joburg zone or Tshwane and Ekurhuleni zones.
- The tenderer needs to read scope of works together with the price schedule to ensure they price comprehensively.
- The Tenderers to ensure that materials used for pricing are SANS or SABS approved. Specification will be requested

SUMMARY	
---------	--

Trade	Total
Preliminaries and General	R
Alterations	R
Tiling	R
Painting	R
External Works	R
Plumbing and Drainage	R
Visual Alarm	R
Hearing Aid	R
External and Internal Signage	R
Provisional sums	R 1 558 000.00
TOTAL FOR ALL THE WORKS (Excl. VAT)	R

C3: Scope of Work

C3.1 Works Information

The appointed contractor will undertake the following services on all Gauteng offices, Customer Network Centre's and HUB's building facilities (North & South Zones):

1. Parking
2. Pavements, walkways, corridors
3. Entrances and exists
4. Meeting room / boardroom / quiet booth
5. Ablutions facilities
8. Other
9. Signage
10. Entry and exit
11. Level changes and floor surfaces
12. Doorways, doors, door handles
13. Work surfaces | workstations
14. Controls, switches, power points, lights
15. Emergency signals

Deliverables shall include:

- a. Design
- b. Construction Supervision.
- c. As-built drawings and close-out
- d. Construction, commissioning and handover of the works based on the designs and standards.
- e. Certificate of occupation and compliance.
- f.

The contractor would need to include in his scope the incorporation of the activities to be undertaken by Eskom nominated subcontractors.

1. Description of the works

Refer to the specification attached.



ESKOM UNIVERSAL
ACCESS SPECIFICATIO

1.1 Parking

For employee parking, at least one parking space shall be accessible for persons with disabilities. Additionally, the following will apply;

- a) at least one parking space per 25 parking spaces (or part thereof) and at least 20 % of the parking spaces at rehabilitation and medical facilities shall be provided for parking of vehicles used by persons with disabilities;
- b) the parking spaces provided for vehicles used by persons with disabilities shall be of a suitable length, shall be at least of the dimensions shown in figure 2 (refer to specification), and shall be situated on and accessed from a surface that is not steeper than 1:50.
- c) any parking space provided for vehicles used by persons with disabilities shall be located within 50 m of an accessible entrance.
- d) any parking space provided for vehicles used by persons with disabilities shall be clearly demarcated as being intended for the use of persons with disabilities only;

- e) entry and routing to any parking space designated for persons with disabilities shall be provided with a clear height of at least 2,4 m and shall allow for the entry of vehicles suitable for use by wheelchair users, particularly those that have a hoist to carry the wheelchair on top of the car.

Parking spaces shall be identified by a vertical sign incorporating the international symbol for access by persons with disabilities, in accordance with 4.2. The international symbol shall also be clearly painted on the road surface (see figure 2 on specification) and it shall be 1 000 mm × 1 000 mm.

NOTE 1: Road signs for persons with disabilities should be provided in accordance with the latest edition of The Southern African Development Community Road Traffic Signs Manual (SADC RTSM) published by the Department of Transport.

1.2 Floor or ground surfaces

Floor and ground surfaces form an integral part of the accessible route throughout the site, both internally and externally, as part of the continuous path of travel. They shall be stable, firm and slip resistant (see SANS 784), under wet and dry conditions.

1.3 Doorways, doors and door handles

Doorways shall allow free access for wheelchair users. The clear opening shall be at least 750 mm when approached along a line that is perpendicular to the opening.

NOTE 1: It is recommended that, where possible, the clear opening width should be 800 mm.

1.4 Changes in level

In trafficable areas for public use, any changes in level shall comply with the requirements of SANS 10400-D, and with the requirements given in 4.7.2 and 4.7.3. A raised kerb, not less than 75 mm high, or a skirting rail not more than 300 mm high, measured vertically above the surface, shall be provided on exposed sides of any ramp, stairway, balcony or any similar area where a change in level occurs. Where a change in level of more than 600 mm occurs, a handrail shall also be provided.

1.5 Ramps

Any ramp or series of ramps shall provide a safe, comfortable and convenient route for wheelchair users. Any ramp provided in terms of this part of SANS 10400 shall:

- a) Have a gradient, measured along the centre line, that is not steeper than 1:12;
- b) Have a clear, trafficable surface not less than 1 100 mm wide.
- c) Have a surface in accordance with 4.5.
- d) Have a landing at the top and bottom of each ramp of not less than 1,2 m in length (clear of any door swing) and of width not less than that of the ramp.
- e) Comply with the requirements between landings as given in table 2 and figure 11 on specification.
- f) Have a handrail on both sides of the ramp or, where the width is greater than 2,4 m, a central handrail in accordance with the requirements of 4.10 where the gradient is steeper than 1:15.
- g) Where ramps in the same direction are used for a vertical rise of more than 600 mm, be staggered by the width of the ramp, in order to prevent a long straight line of ramps.

NOTE 1: Where the total rise contemplated for a series of ramps is greater than 2 m, consideration should be given to alternative means of vertical circulation.

NOTE 2: Ramps might be required for use by persons without disabilities, for example, persons pushing trolleys who require ramps as an alternative to stepped access.

NOTE 3: Ramps should only be provided where level access cannot be achieved. Where a ramp is provided, stepped access should normally accompany it for persons with ambulant disabilities who find ramps difficult to use.

1.6 Stairways

Stairways shall comply with the requirements of SANS 10400-M, SANS 10400-T and the following requirements:

- a) The width of any stairway, measured to an enclosing wall or balustrade, shall be at least 900 mm.
- b) A landing that serves two flights of stairs in the same straight line shall be of length at least 1 100mm.
- c) The rise of each tread step shall be of the same height and shall not exceed 170 mm.
- d) Solid risers shall be provided in all accessible routes.
- e) A stairway shall be provided with handrails on both sides of the stairway in accordance with the requirements of 4.10.
- f) The maximum height allowed in a flight of stairs, between landings, shall not exceed 1,530 m.
- g) The stairway shall not include any winders (as defined in SANS 10400-M).
- h) No spiral stairway shall form part of an accessible route.

1.7 Handrails

The design and construction of handrails shall be in accordance with the following:

- a) handrails shall have an elliptical gripping surface profile that is approximately 50 mm wide and 40 mm deep, or a circular profile of diameter not less than 35 mm and not more than 50 mm.
- b) the height to the top of a handrail from the nosing of the tread of the stairs or from the surfaces of a ramp shall be in the range 900 mm to 1 000 mm and shall remain consistent along the length;
- c) handrails shall be securely fixed and shall be rigid.
- d) the surface of the handrail and wall, or any other surface adjacent to them, shall be free of any sharp or abrasive elements.
- e) the clear width between a handrail and an adjacent wall shall be at least 60 mm.
- f) handrails shall extend 300 mm horizontally beyond the top and bottom of the ramp or stairway and shall return to the supporting structure or shall be finished with a positive return, and the minimum dimensions for landings on escape routes as required in SANS 10400-T shall be maintained.

1.8 Toilet facilities

In any building where facilities for persons with disabilities are required in terms of Regulation **S1**, there shall be one or more toilets or unisex toilet facilities suitable for use by wheelchair users, provided that:

- a) In any building requiring toilet facilities to which part S of the Regulations applies, the first toilet provided shall be a unisex toilet facility, for use by persons with and without disabilities, preferably in accordance with the details ARE shown.
- b) In any building of occupancy class H1 where;
 - 1) bedrooms are provided with private toilet facilities, at least one such bedroom in every 25 (or part thereof) shall be provided with a toilet, washbasin and bath or shower accessible to persons with disabilities; and
 - 2) bedrooms are not provided with private toilet facilities, on each floor, at least one bathroom for every 25 bedrooms shall be provided with a toilet and a washbasin accessible to persons with disabilities, and at least one bathroom shall be provided with a bath or shower accessible to persons with disabilities, regardless of the number of bedrooms in the hotel, lodging house, hostel or hospitality accommodation.
- c) In any building other than buildings of occupancy class H1, where in terms of SANS 10400-P, a toilet is required, not fewer than one toilet accessible to persons with disabilities shall be provided within every group of toilets provided.
- d) Persons with disabilities shall not be required to travel further than persons without disabilities to get to a toilet that is accessible to them.
- e) Persons with disabilities shall not be required to travel a distance of more than 45 m on the same floor, or 25 m where horizontal and vertical distances are combined, in order to reach a toilet accessible to them, regardless of the number of toilets available to persons without disabilities.

1.9 Signage

Facilities that are included in a building specifically for use by persons with disabilities, such as wheelchair-accessible parking spaces, wheelchair-accessible toilets, and platform or stair lifts, shall be indicated by the international symbol for access and shall comply.

The international symbol shall be exhibited;

- a) at the main entrance of, and at any other suitable position in, a building, and
- b) in suitable positions to indicate to persons with disabilities the route to the exit of such facilities.

The sign used to indicate facilities provided for persons with disabilities shall be the SANS 1186-1 type designation GA 22 (allocated to or accessible to wheelchairs) sign. Such signage shall comply with the requirements of SANS 1186-1 and shall have a symbol height of not less than 110 mm. Facilities that are not in accordance with the requirements of this part of SANS 10400 shall not bear the international symbol.

NOTE 1: The symbol is the property of the International Standards Office and its use can only be sanctioned where the minimum requirements of the National Building Regulations have been complied with.

NOTE 2: Signs should be in clear, visible and tactile format to ensure that persons with visual impairments are also fully informed. In buildings where persons with visual impairments work or live, evacuation instructions in large print and Braille should be provided, so that persons with visual impairments can familiarize themselves with escape routes.

Clear legible signs shall indicate the direction and name of an accessible facility and shall incorporate the international symbol. The height of the lettering shall not be less than 50 mm. Where the viewing distance is greater than 10 m, the height of the lettering shall be increased accordingly. All internal signage to indicate escape routes in case of total blackout shall comply with the requirements of SANS 10400-T. For demarcating parking areas for wheelchair users, signs should be not less than 2,0 m vertically above driveway level, so that the sign can be seen whilst driving a car.

Where electronic aids are installed to assist persons with hearing loss, a suitable sign shall be displayed to indicate such facilities. Any mark or sign shall comply with the relevant requirements of SANS 1186-1.

Warning signals

All emergency warning signals, including those in mechanical circulation installations, shall be both audible and visible.

NOTE 1: Emergency warning signals include smoke detection, fire alarms and evacuation signals.

1.10 External and internal circulation

An accessible route shall form part of an external and internal circulation route.

At least one accessible route shall be provided within the boundary of the site from all public transportation stops, accessible parking spaces, passenger loading zones and public streets and pavements to the accessible building entrance which they serve and the facilities inside the building. There shall be a means of access suitable for use by persons with disabilities from the outside of the building to the ground storey.

The clear width of the walking surfaces shall not be less than 900 mm (such as between bollards in parking areas, or between planters and seating) and shall not be reduced by protruding objects. If the clear width is less than 1,5 m, an accessible route shall be provided with passing spaces of 1,5 m x 1,5 m (minimum) at intervals not exceeding 5,0 m, or an intersection of two walking surfaces which provide a T-shaped space. Each accessible entrance to a building shall have at least one door or doorway in accordance with the requirements. Revolving doors, revolving gates and turnstiles shall not form part of an accessible route. Pause areas, with suitable seating, shall be provided adjacent to an accessible route at intervals that do not exceed 25 m.

NOTE 1: The space allowances of this part of SANS 10400 should accommodate the use of self-propelled

wheelchairs. The minimum dimensions might need to be increased to accommodate the full range of different types of wheelchairs.

2. Drawings

Drawing number	Revision	Title

3. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
<u>Technical specifications:</u>		
Eskom Universal Access Specification- Disability Accessibility Project		

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

The Contractor is to note that some building facilities are old and do not comply to SANAS building standards. This can affect the methods statement/s to execute the works.

4.1 Meetings

The weekly progress report shall be based on the weekly progress meeting by the contractor and the employer represented by the Supervisor or Snr Supervisor or delegation from the employer, the meetings shall focus on a punch list which is derived from the project scope of works as per the project schedule with an objective of tracking contractor's progress which should be driven by the following items:

1. Past week achieved progress activities.
2. Current week activities.
3. Next week target activities.
4. Commitment to project schedule.
5. Deviation and corrections to the project schedule.
6. Issues and activities adjustment.
7. Risk identification and mitigations.
8. Appraisals on achieved targets.

4.2 Invoicing and payment

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

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

- Name and address of the *Contractor*
- 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.
- Other amounts to be paid to the *Contractor*.
- Less amounts to be paid by or retained from the *Contractor*.
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT.

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

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

General Information	X
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right hand corner)	
- Bank details must be on the invoice or on a attach sheet, but it does not require a bank stamp just a letter)	
- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	
- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original "certified copy" (i.e. not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	
With Reference Invoices	X
- Goods receipt must be done (payment with reference)	

4.4 Records of Defined Cost

The *Contractor* must keep records of support document of compensation event. These records must be made available to the Employer for Contract purpose.

4.5 Title to material from excavation and demolition

The Contractor is responsible to remove and dispose any material out of site, include arrangement of permits required.

4.6 Facilities to be provided by the Contractor.

The *Contractor* shall provide their own working equipment and adequate resources to execute the work relevant to the scope of work. The *Contractor* shall submit a detailed proposal outlining methodologies of how he intends executing the work.

4.7 Design by the Contractor

- The *Contractor* shall submit the particulars of his design as the Works Information requires to the Project Manager for acceptance. A reason for not accepting the Contractor's design is that it does not comply with either the Works Information or the applicable law.
- The Contractor does not proceed with the relevant work until the Project Manager has accepted his design.

5 Procurement

5.1 People

5.1.1 Minimum requirements of people employed.

- a) The Contractor shall comply with relevant stipulations in the Labour Relations Act.
- b) As a National key point, the Employer reserves the right to any other additional recruitments constraints as and when required to do so.

5.1.2 BBBEE and preferencing scheme

All tenderers must at a minimum maintain their BBBEE status throughout the contract period.

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. The Employer reserve the right to terminate the contract if the Contractor status change to

5.1.3 Supplier Development Localisation & Industrialization

The *Contractor* shall comply with and fulfil the *Contractor's* obligations in respect of the SDL&I in accordance with and as provided for in the *Contractor's* SDL&I Compliance Schedule.

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated SDL&I criteria.

The *Contractor's* failure to comply with his SDL&I obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

Skills Development

- Eskom reserves the right to negotiate with the tenderer on Eskom's requirements. The outcome of the negotiations will be a contractual obligation. If negotiations are not required, the tenderer's SDL&I undertaking will become a contractual condition.
- Skills development in a form of in-service training (on the job training) opportunity to be provided for the duration of the contract. This could be one (1) candidate per year or one (1) for the full contract term. A comprehensive skills development program should be provided to Eskom.
- Skills development is designed to benefit the currently unemployed graduates from school; further education and training campuses; and universities. Task orders will vary, and it is therefore deemed that the supplier will be required to train a minimum of One (1) skill per R2 000 000(accumulated value invoiced) during the term of the contract.
- The composition of these candidates must be representative of the population demographics of South Africa. Note that these targets for skills development candidates categorically exclude Eskom employees and registered learners.

Jobs

Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

<u>Skill Type (Occupation)</u>	<u>Target Number of Persons to be Trained (Local to South Africa)</u>

Additional requirements Contractor to adhere to during contract execution:

1. Completion certificate to be issued at the end of the project
2. Compile a training program.
3. Submit a signed contract with the selected candidates.

SDL&I Penalty and Performance Security

For the duration of the contract, Eskom will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- Eskom receives the SDL&I progress report/s from the contractor.
- Fulfilment of all SDL&I obligations by the contractor.
- Submission of an approved compliance report by SDL&I Department.

Reporting and Monitoring

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award.

6. Requirements for the programme

The Contractor shall submit the program as per the technical evaluation criteria. The program will be confirmed at the kick-off meeting.

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

Item	Date by which it will be provided
1. Water and Electricity	On contract start date
2. Access to the areas that will be serviced	TBA

3. Supervisor will escort personnel around premises	On contract start date

C4: Site Information

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

Core clause 11.2(16) states

“Site Information is information which.

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

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

1. General description

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

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

All relevant information will be specified in the Project Specific Agreement for any project executed in terms of this contract.

3. Subsoil information

All relevant information will be specified in the Project Specific Agreement for any project executed in terms of this contract.

4. Hidden services

All relevant information will be specified in the Project Specific Agreement for any project executed in terms of this contract.

5. Other reports and publicly available information

All relevant information will be specified in the Project Specific Agreement for any project executed in terms of this contract.