



NEC3 Engineering and Construction

# Short Contract (ECSC3)

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

and

for **Construction, Replacement and Repair of the Majuba Railway Fencing**

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# 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:

### Construction, Replacement and Repair of the Majuba Railway Fencing

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***

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>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</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
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 <sup>1</sup> is (Name):	<b>TBA</b>
	Address	
	Tel No.	
	Fax No.	
	E-mail address	
11.2(11)	The <i>works</i> are	<b>Construction, Replacement and Repair of the Majuba Railway Fencing</b>
11.2(13)	The Works Information is in	<b>the document called 'Works Information' in Part 3 of this contract.</b>
11.2(12)	The Site Information is in	<b>the document called 'Site Information' in Part 4 of this contract.</b>
11.2(12)	The <i>site</i> is	<b>Majuba Rail</b>
30.1	The <i>starting date</i> is.	<b>01 April 2023</b>
11.2(2)	The <i>completion date</i> is.	<b>30 June 2023</b>
13.2	The <i>period for reply</i> is	<b>1 weeks</b>
40	The <i>defects date</i> is	<b>52 weeks after Completion</b>
41.3	The <i>defect correction period</i> is	<b>3 weeks</b>
50.1	The <i>assessment day</i> is the	<b>25th of each month- Limited to 10% of the contract value</b>
50.5	The <i>delay damages</i> are	<b>R2500 per day</b>
50.6	The retention is	<b>5 (five) %</b>
51.2	The interest rate on late payment is	<b>0.5%</b>

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

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	<b>the amount of the deductibles relevant to the event</b>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>
93.1	The <i>Adjudicator</i> is	<b>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
	Address	<b>TBA</b>
	Tel No.	
	Fax No.	
	e-mail	
93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body</b>
93.4	The <i>tribunal</i> is:	<b>arbitration.</b>
	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>

**The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013)<sup>23</sup> and the following additional conditions Z1 to Z14 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

<sup>2</sup> If June 2005 Edition applies, delete April 2013 and insert June 2005

<sup>3</sup> 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](http://www.ecs.co.za).

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 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:

<b>Affected Party</b>	means, as the context requires, any party, irrespective of whether it is the <i>Contractor</i> or a third party, such party's employees, agents, or Subconsultants or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
<b>Coercive Action</b>	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,
<b>Collusive Action</b>	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,
<b>Committing Party</b>	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	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 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><u>Loss of or damage to property</u></p> <p><u>Employer's property</u></p> <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> <p><u>Other property</u></p> <p>The replacement cost</p>	

	<b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum of indemnity</b>
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 44 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 44 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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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 effected by an independent, competent, and certified

occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause 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)<sup>4</sup> 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

<sup>4</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://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

Item no.	Description	Unit	Quantity	Rate	Price
	<b><u>SECTION 1 - PRELIMINARIES &amp; GENERALS</u></b>				
	<b><u>FIXED CHARGE ITEMS</u></b>				
1,1	Contractual Requirements	Sum	1,00		
1,2	<b><u>Establishment of Facilities on Site</u></b>				
1.2.1	<b><u>Facilities for the Contractor</u></b>				
1.2.1.1	Offices and storage sheds	Sum	1,00		
1.2.1.2	Ablutions and latrine facilities	Sum	1,00		
1.2.1.3	Tools	Sum	1,00		
1.2.1.4	Water supplies, electric power and communications	Sum	1,00		
1.2.1.5	Access	Sum	1,00		
1.2.1.6	Equipment	Sum	1,00		
1.2.2	<b><u>Other Fixed charge obligations</u></b>				
1.2.2.1	Compliance with Enviromental Requirements not covered e/w	Sum	1,00		
1.2.2.2	Permits for staff and other requirements	Sum	1,00		
1.2.2.3	Signage for information and protection of Site	Sum	1,00		
1.2.2.4	Compliance with Construction Regulations (2003) H&S measures	Sum	1,00		
1.2.2.5	Accommodation	Sum	1,00		
1.2.2.6	Transport	Sum	1,00		
1.2.3	<b><u>Removal of Site Establishment</u></b>				
1.2.3.1	Remove items above, include restoration & make good to Client's satisfaction	Sum	1,00		



Item no.	Description	Unit	Quantity	Rate	Price
	<b><u>TIME - RELATED ITEMS</u></b>				
1,3	<b><u>Operation and Maintenance of Facilities on Site</u></b>				
1.3.1	<b><u>Facilities for the Contractor</u></b>				
1.3.1.1	Offices and storage sheds	month	3,00		
1.3.1.2	Ablutions and latrine facilities	month	3,00		
1.3.1.3	Tools	month	3,00		
1.3.1.4	Water supplies, electric power and communications	month	3,00		
1.3.1.5	Equipment	month	3,00		
1.3.1.6	Supervision for the duration of the Contract	month	3,00		
1.3.1.7	Company & H/Off Overhead Costs for duration of Contract	month	3,00		
1.3.1.8	Accommodation	month	3,00		
1.3.1.9	Transport	month	3,00		
	<b><u>SECTION 2 - FENCING</u></b>				
1	Clear and grub fence route (500mm width on either side)	m <sup>2</sup>	72000		
	<b><i>NEW FENCE</i></b>				
2	<b><i>EARTHWORKS (SMALL WORKS)</i></b>				
	<b><i>EXCAVATION</i></b>				
2,1	<i>a) 450x450x535 Straining post pit</i>	m <sup>3</sup>	25		
2,2	<i>b) 700x450x300 Stay pit</i>	m <sup>3</sup>	100		
3	<b>CONCRETE (SMALL WORKS)</b>				
Item no.	Description	Unit	Quantity	Rate	Price
3,1	a) 20Mpa Mass concrete (Footings)	m <sup>3</sup>	125		

Item no.	Description	Unit	Quantity	Rate	Price
4	SUPPLY AND INSTALL NEW FENCING ALONG THE SERVITUDE				
4,1	a) 3.15mm Barbed wire (3 Strands)	m	10000		
4,2	b) 3.15mm Galvanised Binding wire (5 Strands)	m	15000		
4,3	c) 1,8mm Galvanised Binding wire (pole tie)	m	4000		
4,4	d) 1.8m Y Standard 2.5kg @ 10m c/c	No	400		
4,5	e) 1.35m Dropper @ 2.5m c/c	No	1600		
5	ALLOW REPLACEMENT, REPAIRING AND CHANGING OF STRANDS.				
5,1	3.15mm Galvanised Binding wire single strand (@ CH33,000 to CH54,000)	m	21000		
5,2	3.15mm Galvanised Binding wire single strand (@ CH58,000 to CH66,000)	m	8000		
5,3	3.15mm Galvanised Binding wire single strand (@ other unspecified areas)	m	4000		

## C3: Scope of Work

### C3.1 Works Information

#### 1. Description of the works

##### Executive overview

The current coal delivery system by rail to the Majuba Power Station is constrained in terms of the required power station burn-rate of 14 Mtpa. The current rail throughput via the Palmford siding has a capacity of 8.3 Mtpa. The balance to make up the required burn-rate is delivered by road. The *Employer* is currently constructing a proposed railway line to convey bulk coal to the Majuba Power Station with the use of 100 Jumbo wagon trains. The proposed railway line is being built taking off from the existing Transnet coal export line west of Ermelo to the existing Majuba railway yard/siding located near the Power station.

This scope aims to correct the small stock fencing and make provision for dilapidated fence along the servitude to bring it up to the designed specification.

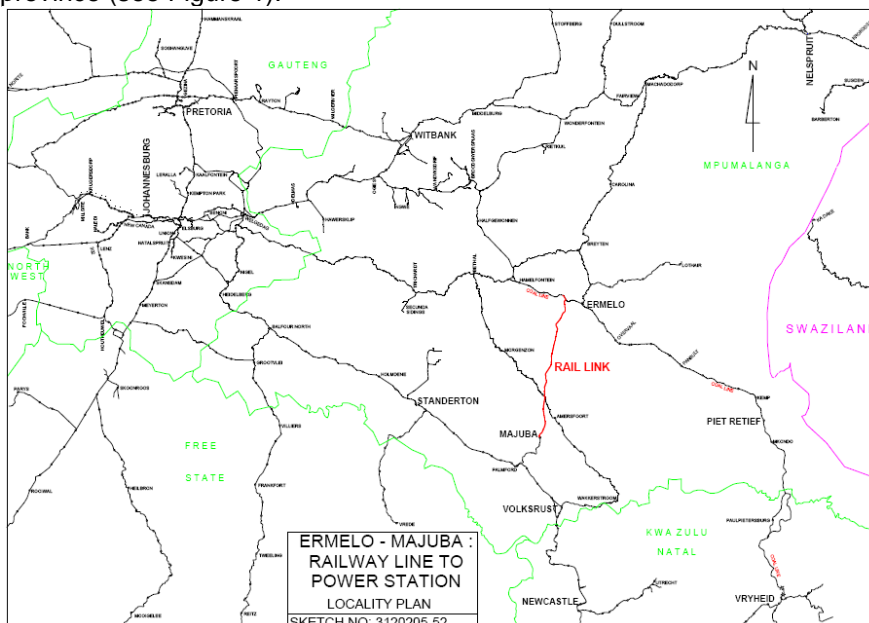
#### High Level Scope:

##### Scope of Work:

- Clear and remove overgrowth and/or topsoil to expose the base of the fence-line
- Install new fence strand/s and respace strands where required to meet specification
- Provision for 5,000m of new fence inclusive of all materials and all 8 strands as per Drawing 3120205-C-222 SH.1\_C04.

#### Location of the Works

The Majuba Rail is located between Ermelo and Eskom's Majuba Power station which is situated in Mpumalanga province (see Figure 1).



### Figure 1: Site Location

## Employer's objectives and purpose of the Works

The *Employer's* objectives are to:

- Dismantle the delapidated fences for the impacted sections of the servitude and replace with new fence in line with the scope, the specifications and the drawings.

## Management and start up

### Meetings

The *Contractor* arranges and proposes meetings and workshops bi-weekly/monthly for:

Meeting	Frequency	Purpose	Attendance
Progress meeting	Bi-weekly	Overall project progress and feedback	Project Manager Contractor Employer discipline managers Contractor discipline managers.
SHEQ meeting	Bi-weekly	Sharing good practices and issues on SHEQ	Project Manager Contractor Contractor site and safety manager
Technical meeting	Bi-weekly	Discussing and sharing technical related issues	Project Manager Contractor Contractor site and safety manager
Early warning/Risk reduction meeting	Weekly	Risk register and compensation related issues	Project Manager Contractor

### Format of communications

The Contractor supplies and has available on site, at all times, three A4 size triplicate carbon copy books. In one book, site instructions are recorded. The second book is used by the Contractor as a site diary for recording day-by-day the state of the weather, the work done each day and full details of any circumstances which may affect the progress of the works. The third book is used as the Risk Register. The original sheet of each set of three pages is removed from the books and retained by the Employer

The Contractor may remove the second sheet but the third sheet is retained in the books on the site until completion of the works when the books are handed to the Employer using a transmittal document as follows:

### Document Submittal

- All submission of documentation to and from the contractor shall be accompanied by a populated transmittal form. Only the Document Center (DC) is allowed to sign receipt and return to sender.
- Hand delivery – submitted directly to the MRP Documentation Centre.
- Email delivery – The email address [CED\\_MAJUBA\\_RAIL@eskom.co.za](mailto:CED_MAJUBA_RAIL@eskom.co.za) shall always be copied.

- The format of the electronic copy will be a signed / approved Adobe PDF format. Native / Source files will be requested as required.

## Communication numbering system

All communication to be numbered as follow:

- The numbering format is **AAA-BBB-CCC-00000**, use a dash to separate the numbering format.
- The numbering format for MRP Eskom generated Documents will follow the Eskom procedure – procedure will be issued

## Daily records

### Daily records

The Contractor submits proposals of his formats for Plant and Materials, Equipment-, People and progress reports for acceptance by the Project Manager within one month of start date.

The Contractor submits daily records to the Project Manager weekly containing copies of Contractor personnel site records as per the agreed format and content above.

## Project design and construction drawings

### Employer's design

#### Specifications and Returnables

##### Railway Fencing

The Employer provides the construction drawings where applicable

### As-built drawings

The Contractor provides As-built survey to the Employer to update the construction drawings.

## Construction

### Detailed Scope of Work

The detailed scope includes

- Clear and remove overgrowth and/or topsoil to expose the base of the fence-line 500mm either side of fence over entire servitude – approximately 70,000m of fence line
- Install new fence strand/s and respace strands where required to meet specification – approximately 92,240m of single strand
- Provision for 5,000m of new fence inclusive of all materials and all strands as per Drawing 3120205-C-222 SH.1\_C04

It must be noted for the accuracy of a visual inspection without clearing and trenching that the lower half of the fence was almost always entirely covered with overgrowth or topsoil. To this extent only once the entire servitude is cleared with vegetation is removed and the lower strands are trenched to be revealed can a surveyor stake each deviation. In general the servitude followed the trend of when the fence was in

proximity of access roads, provincial roads and overpasses/underpasses the fence was built in accordance with the spec with 8 strands whilst other areas where 7 strands.

The above mentioned scope is as per below:

- At approximately 100m from proximity of access roads, provincial roads and overpasses/underpasses structures the fence changed on the mast from 8 to 7 strands.
- In general from 0,000 to CH33,000 the fence is 8 strands with isolated exceptions. – 66,000m
- In general from CH33,000 to CH54,000 the fence was 7 strands with isolated exceptions. – 42,000m
- In general from CH54,000 to CH56,630 the fence was 8 strands with isolated exceptions.
- In general from CH58,000 to CH66,000 the fence was 7 strands with isolated exceptions. -16,000m
- In general from CH66,000 to 68,000 the fence was 8 strands with isolated exceptions.
- Clear and remove overgrowth and/or topsoil to expose the base of the fence-line – 70,000m
- Install new fence strand/s and respace strands where required to meet specification as per abovementioned - approximately 92,240m of single strand
- Provision for 5,000m of new fence inclusive of all materials and all 8 strands as per Drawing 3120205-C-222 SH.1\_C04

Note: isolated exceptions include but are not limited to areas in proximity of access roads, provincial roads and overpasses/underpasses, where overgrowth/sediment covered strands. Further exception are over culverts, causeways, daylighting areas or any low-points where the fencing spec calls for a varying undetermined number of strands.

The detail is given by the construction drawings given in Table 1.

### **Plant & Materials provided “free issue” by the *Employer and standards and workmanship***

The Employer will not provide any free issue material and the Contractor procures and supplies all material required to execute the works, and shall be tested and inspected as described in section 4.3.

### **Tests and inspections before delivery and on site**

- The Contractor to provide testing certification where applicable and where asked by the Engineer for the fencing material

### **Process control by the Contractor**

The requirements of this Quality Control Procedure (QCP) apply in respect of the Contractors obligation to institute and implement a control system for monitoring the quality of the work and materials supplied.

The Contractor takes immediate steps to rectify any deviation from the specified requirements indicated by his process-control system, and the Supervisor shall have the right to inspect and be given all details of tests and testing procedures to ensure that the Contractor is implementing an adequate process-control system.

## **Quality of materials and workmanship**

The Supervisor, at regular intervals, inspects and tests materials and completed work for compliance with the specified requirements. The testing frequencies, sample and lot sizes for routine testing are at the Supervisor's discretion.

All sections of completed work are submitted to the Supervisor for acceptance inspection and testing, and the Contractor does not cover up or construct any work on top of sections of completed work before being advised by the Supervisor of the outcome of his tests and inspection. The Contractor arranges the submission of work for testing in a manner as will afford the Supervisor reasonable opportunity for inspecting and testing.

## **Planning and Scheduling Requirements**

The *Contractor* shall comply to the planning requirements as specified in a document named **"REPLACEMENT AND REPAIR OF THE MAJUBA RAILWAY FENCING TECHNICAL PLANNING WORKS INFORMATION"** with Identifier Number **"240- 0002"**

### **4.4.1 Access and Site Establishment Site Establishment**

SANS 1921-1, clause 4.14 is applicable.

Facilities to be provided by the Contractor

Contrary to SANS 1921-1 clause 4.14.1, the Contractor is responsible for the location identification of his site establishment/s, provided that: -

- 1 Arrangements are in line with Construction Environmental Management Plan:  
Possible locations for the Contractor's site establishment are: -
- 2 Eskom proposes property from ± 59 km, (Koppieskraal office)

The Contractor controls the accesses to his establishment on a 24 hour, seven days per week i.e. on a 24/7 basis

*No extra requirements other than those stated in SANS 1921-1 clause 4.14 are required.*

### **4.4.2 Access to Site**

All accesses to the site are into the fenced servitude from the roads as per the descriptions below, and the Contractor makes no other arrangements for access over private land without prior authorisation from the Employer and then only in terms of the requirements conforming to the Environmental legislation.

The accesses listed below are generally from the positions of permanent accesses shown on the drawings and the extent of the service roads is described within brackets.

Access from: -

- Temporary accesses from Road D1106 between 15.0 km and 30.7 km (Transvalia Road D1106 is used as a service road from 15.0 km up to gravel road 1329 at 30.7 km).
- Road D1329/D1106 at 30.4 km. (Service road on the eastern side up to the Vaal river).
- Temporary access from Road D2187 from the western side at the crossing with the servitude at  $\pm 39.5$  km.
- Deviated gravel road D2187 crossing the servitude at  $\pm 41.7$  km with temporary access from existing road at 41.5 km. (Service road is to the north on the western side up to the Vaal river, and to the south on the eastern side up to 48.5 km and then on the western side up to 49.5 km).
- De-numbered gravel road D1090 crossing the line at  $\pm 56.6$  km, with access from Road P48-2. (Service road is to the north on the western side up to 53.6 km and then on the eastern side up to 49.6 km, to the south on the western side up to 58.0 km).
- Road P97-1 at the crossing with the servitude at  $\pm 59.6$  km. (Service road to the north on the eastern side up to 58.2 km).
- Road P97-1 onto Eskom's property towards  $\pm 61.6$  km on the servitude. (Service road north on the western side up to 59.8 km, to the south on the western side up to 62.9 km. Sections of the service road are also from the gasworks access road on the eastern side from 63.6 km to 63.3 km and again from 64.0 km to 63.6 km).
- Road D1254 at  $\pm 67$  km. (Service road north on the eastern side up to 65.6 km where it joins the gasworks access road).

The Transnet E7/2 General Conditions and Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment must also be observed for excavations in or near the existing railway formation.

#### **4.4.3 Advertising rights**

The Contractor obtains the Project Manager's permission for any advertisements he intends to establish on Site.

The Contractor obtains Project Manager's permission for any media advertisement or media article/statement he intends to publish.

##### **4.4.3.1 Notice boards**

###### **Signs**

Specification data in terms of SANS 1921-1 clause 4.14.6: -

- Signs for access roads, as specified in, Environmental requirements.
- The Contractor erects notification signs on Site at public roads adjacent to Site and public crossings intervals, warning of the hazards around the construction site and the presence of heavy vehicles on site.
- The Contractor provides notice boards in construction camps as per, Environmental requirements.
- The Contractor erects warning signs indicating that the right of way belongs to the landowner, on Site at each private road crossing, 100 m either side of such a crossing.

###### **Permits and Way leaves**

The Contractor obtains the following:

- Written permission to use land/roads/facilities as per EMP requirements.
- Written permission from appropriate authorities to open temporary deviations.



- Permission to use water from landowners' water sources and written proofs that these water sources are legally registered.

#### **4.5 Water for construction purposes**

- The Contractor adheres to all conditions as per Environmental requirements.
- The Employer is authorised to abstract water for construction purposes at the following points only: -
  - Majuba power station abstraction.
  - The Vaal river abstraction point at km 35.
  - The DWAF water pipeline crossing the Site at approximately 1.975 km.

Contractor to provide construction abstraction facilities and equipment for all collection points and records quantity of water abstracted.

#### **4.6 Management of the Works**

The following parts of SANS 1921 and associated specification data are applicable but not limited to: -

- SANS 1921-1-2004 : Part 1 : General Project Management and construction works.
- SANS 1921-2-2004 : Part 2 : Accommodation of traffic on public roads occupied by the contractor.
- SANS 1921-6-2004 : Part 6 : HIV/Aids awareness.

##### **4.6.1 Accommodation of traffic on public roads occupied by the Contractor**

SANS 1921-2-2004 is applicable and the Specification data are as follows: -

(Numbers in brackets refer to clause numbers in this specification).

- (4.6.1). No half width temporary deviations of traffic are applicable.

##### **4.6.2 Permits and other requirements**

The Contractor supplies all his employees with clearly identifiable clothing, clearly marked with the Contractor's name.

The Contractor supplies all his employees with an ID card containing the employee's photo and identity document ID number and statement of employment with the Contractor. Employees must carry this document at all times. The Contractor manages the ID cards in such a way that persons no longer employed by him do not have these ID cards in their possession.

A security investigation done by the landowners and the Project Manager, requires the following additional measures: -

- All prospective employees of the Contractor must be screened for any past criminal involvement.
- Persons with criminal convictions should not be considered for employment purposes.
- Employees must in no way be hired at the Site but rather at the allocated areas/offices in town.
- Vehicles used on the project must have the name of the company or contract marked clearly in a conspicuous position.

All employees must undergo a security briefing before they will be allowed on the servitude.

#### **4.7 Environmental Requirements**

In order to ensure that the CEMP is implemented, the following staff resources are made available by the Employer: -

- The Environmental Manager to assume responsibility for monitoring the compliance of the management measures contained in the CEMP.
- The Environmental Manager is to assume responsibility for setting up a landowner liaison committee, consulting with landowners and resolving any issues or disputes regarding aspects such as fire, theft, safety, security and complaints and who liaises with the Project Manager on a regular basis.

The requirements below were extracted verbatim from the Construction Environmental Management Plan (CEMP), as instructions to the Contractor. The complete approved CEMP document is kept in the site office.

#### **4.8 Training and environmental awareness**

The Contractor together with the EM and the Project Manager ensures that the Contractor's employees receive adequate environmental training prior to the commencement of construction. The Project Manager will present an induction presentation on environmental awareness. The cost, venue and logistics shall be for the Contractor's account. Where possible, training will be conducted in the language of the employees.

The Project Manager will convey the contents of this section, the conditions of the record of decision (ROD) from Mpumalanga Department of Agriculture and Land Administration (M-DALA) as well as the landowners' special conditions to the Contractor's site staff and discuss the contents in detail with the Employer's project team and contractors at a pre-construction meeting. This formal induction training shall be done with all main and sub-contractors. Record of the training date, people whom attended and discussion points shall be kept by the Project Manager.

##### **4.8.1 Safety**

Majuba Rail Project SHE specifications applicable:

Telephone numbers of emergency services, including the local fire fighting service, shall be posted conspicuously in the Contractor's office near the telephone.

No unauthorized firearms are permitted on site. The Project Manager arranges for authorization of relevant firearms to be allowed on site (e.g. the security guards protecting the Works).

##### **4.8.2 Landowner liaison**

All negotiations shall be between the Employer, the landowners and the Project Manager.

No verbal agreements shall be made. All agreements shall be recorded properly and all parties shall co-sign the documentation.

The landowners shall always be kept informed about any changes to the construction programme should they be involved.

The Project Manager will keep the landowners informed. The contact numbers of the Project Manager will be made available to the landowners, to ensure open channels of communication and prompt response to queries and claims.

All contact with the landowners shall be courteous at all times.

##### **4.8.3 Emergency procedures**

The Contractor to submit method statements covering the procedures for the following emergencies:

- **Fire**

The Contractor to advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor to ensure that his employees are aware of the procedure to be followed in the event of a fire.

- **Leaks and spillages**

The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which shall include notifying the Project Manager and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks are available on site at all times. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Project Manager. In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/break down and where possible, the area is designed to encapsulate minor hydrocarbon spillage. The quantity of the absorbent materials shall be able to handle a minimum of 200 litres of hydrocarbon liquid spill.

## **5 Rehabilitation**

The contractor is responsible for all rehabilitation of his temporary works and laydown areas to return it to original status.

## **5 Completion**

Completion is achieved when the Works are complete and handed over to the Employer.

## **6 Site services procedures and title to Site materials**

### **6.1 Other contractors on site**

Other contractors also occupy sections of the Site as listed, but not limited to, below for the duration of the contract: -

Same site

- Electrical contractor for traction sub-stations Plant.
- Signalling, Train Control and Train Communication contractors.

## **7 Stakeholder management and labour relations**

### **7.1 Employment Creation**

- The Contractor to understand the local employment procedures and processes, to ensure fair and inclusive recruitment practices.
- Local skills development programme to be done in accordance with employment procedures and processes established.
- **Priority Areas for employment:**
  - Dr. Pixley Ka Isaka Seme Municipality
  - Msukaligwa Local Municipality
- **Employment Split / Municipality:**

<b>Core-Workers</b>	<b>30% Non-local Skilled Workers</b>
	<b>70% Skilled Workers to be sought locally</b>
<b>Dr. Pixley Ka Isaka Seme</b>	<b>40% Labour Force</b>
<b>Msukaligwa Local Municipality</b>	<b>40% Labour Force</b>
<b>Gert Sibande District</b>	<b>20% Labour Force</b>

## 7.2 Corporate Social Investment

- Contractor is expected to be a good corporate citizen, i.e. protect the environment, social and economic upliftment of our feeder communities
- Economic Participation of Local Business is key.
- Involvement and local entities in procurement activities.
- Implementation of SD& L Targets as agreed on the contract.

## 7.3 Information and Communication

- Contractor will be expected to participate in established forums on an adhoc basis or when invited to make a presentation.
- External / Media communication about the project will handled by Eskom through approved processes.

# 8 Subcontracting

The Contractor submits to the Employer for its acceptance the names of proposed sub-contractors.

The Employer is entitled to withhold acceptance of any proposed sub-contractor or to rescind acceptance of any sub-contractor with whom it may subsequently have reason to be dissatisfied in which case the connection of such sub-contractor with the Works shall cease and he is bound to withdraw immediately from the Works.

The consent of the Employer to the employment of any sub-contractor does not relieve the Contractor of his obligations under the contract or in any way affect the Contractor's direct responsibility to the Employer nor does it render the Employer in any way liable to such sub-contractor.

The Contractor employs at least one competent representative to supervise the carrying out of the Works.

The Contractor at all times during the progress of the Works provides all watchmen necessary for the protection of the site materials and plant.

The Employer is entitled to object to any representative or employee employed by the Contractor who, in the Employer's opinion, misconducts himself or is incompetent or negligent or otherwise unsatisfactory and the Contractor replaces the person so objected to upon receipt from the Employer of notice in writing requiring him to do so.

# 9 Financial records and accounts

## 9.1 General

Payments to the Contractor are made in terms of the Conditions of contract.

Payments will be made for activities satisfactorily completed and for which acceptance has been received, signed by the responsible principle in the Contractor's organisation.

Before submission of the first invoice, the format is agreed upon with *Supervisor*. One original and two copies are required.

## 9.2 Forecast Rates of Invoicing

At each assessment interval, the Contractor submits to the Employer a forecast rate of invoicing that consists of all the expected payments to be made by the Employer to the Contractor on a month by month basis. Full details and back-up information is provided for the assessment.

Invoices are submitted following the agreement of the assessment by the *Supervisor*

The invoices from the Contractor contain the following information:

- The registered name of the company.
- The VAT registration number of the company.
- The Employer's contract or purchase order number.
- The invoice sequence number.
- The original contract or purchase order value.
- The amount paid to date.
- The value of the invoice split into the payments as indicated on the price list or activity schedule.

### **Any interest payable.**

The *Contractor* submits the invoices to the *Supervisor* on or before the first working day of each month.

### **Financial Records and Accounts**

Payment is by bank transfer within the time period specified in the Contract Data.

The Contractor ensures that the Employer has his correct banking information to make the transfer. The Contractor assumes the risk of incorrect bank transfers arising from changes to the Contractor's banking information.

Bank charges in respect of telegraphic transfers levied by Contractor's bank are for Contractor's account. Bank charges in respect of telegraphic levied by Employer's bank are for the Employer's account.

All payments are provisional and subject to audit.

The Contractor retains its records for such a period as the Department of Internal Revenue may require. If different periods are prescribed, the longest period applies, but in any event, records are retained for not less than five years.

The Employer may deduct any amount owed by the Contractor to the Employer from any amount owed by the Employer to the Contractor, subject to prior written notification.

## 10 List of documents

### 10.1 Standard and specifications

The Contractor will comply with documents as marked in the table below:

Specification	Year	Description
	1999	Model Preambles for trades (1999 Edition) ("Preambles")
	Nov 1997	The South African Road Traffic Signs Manual is also applicable to this part of the particular specification. SARTSM Volume 1 and Volume 4 in this particular specification refers to the Draft South African Road Traffic Signs Manual Volume 1, November 1997 and Volume 4, November 1997.
Transnet E10	1996	Specification for Railway Trackwork
PRP CIV13	2006	Specification for Fencing
S406	1998	Specification for the supply of stone
S410	2006	Specifications for Railway Earthworks (Transnet)
S413	1985	Specifications for Stabilization.
S420	1999	Specification for concrete work
S435	1985	Specification for the supply of Precast concrete blocks for level crossings
S503		Specification for concrete bridges and culverts other than pipe culverts.
SANS 0100-2	1992	The structural use of concrete – Part 2: materials and execution of work.
SANS 1056-1	1984	Ball valves part 1 fire safe valves
SANS 1056-2	2001	Ball valves part 2 heavy-duty valves (not fire safe)
SANS 1056-3	2000	Ball valves part 3 light duty valves (not fire safe)
SANS 1115		Cast iron gratings for gullies and storm water drains.
SANS 1123	2003	Pipe flanges
SANS 10145		CONCRETE MASONRY CONSTRUCTION
SANS 1200 A	1986	General
SANS 1200 AB	1986	Engineer's Office
SANS 1200 C	1980	Site Clearance
SANS 1200 D	1988	Earthworks
SANS 1200 DA	1988	Earthworks (small works)
SANS 1200 DB	1989	Earthworks (pipe trenches)
SANS 1200 DK	1996	Gabions and pitching
SANS 1200 DM	1988	Earthworks (roads, sub-grade)
SANS 1200 DN	1982	Earthworks (railway sidings)
SANS 1200 E		Precast concrete.
SANS 1200 G	1982	Concrete (structural)
SANS 1200 GB	1984	Concrete (ordinary buildings)

SANS 1200 GE		Precast concrete (structural).
SANS 1200 GF		Prestressed concrete.
SANS 1200 L	1983	Medium pressure pipelines
SANS 1200 LB	1983	Bedding (pipes)
SANS 1200 LC	1981	Cable ducts
SANS 1200 LD	1982	Sewers
SANS 1200 LE	1982	Storm water drainage
SANS 1200 M	1996	Roads General
SANS 1200 ME	1981	Sub-base
SANS 1200 MF	1981	Base
SANS 1200 MG	1996	Bituminous surface treatment
SANS 1200 MH	1996	Asphalt base and surfacing
SANS 1200 MJ	1984	Segmented paving
SANS 1200 MK	1983	Kerbing and channelling
SANS 1200 MM	1984	Ancillary road works
SANS 1200 NB		Railway sidings (Trackwork)
SANS 121	1973	Hot-dip galvanized coating on fabricated iron and steel articles – specifications and test methods
SANS 1491-1	1989	Portland cement extenders – Part 1: ground granulated blast furnace slag.
SANS 1491-2	1989	Portland cement extenders – Part 2: fly ash.
SANS 1491-3	1989	Portland cement extenders – Part 3: condensed silica fume.
SANS 1700		Fasteners (all relevant sections and parts)
SANS 1921-1:2004	2004	Part 1 : General Engineering and Construction Works
SANS 1921-2:2004	2004	Part 2 : Accommodation of traffic on public roads occupied by the Contractor
SANS 1921-6:2000	2000	Part 6 : HIV/Aids awareness
SANS 307		Penetration grade bitumens
SANS 548		Cationic bitumen road emulsions
SANS 558		Boxes and manhole and inspection covers and frames
SANS 664	1999	Cast iron gate valves for water works
SANS 677		Concrete non-pressure pipes
SANS 791		uPVC pipes for underground non-pressure application
SANS 927		Precast concrete kerbs and channels
SANS 966-1		Components of uPVC pressure pipe systems Part 1
SANS 967		uPVC soil, waste and vent pipes and fittings
SANS 974-1		Rubber joint rings for water, sewer and drainage
SANS 986		Precast reinforced concrete culverts
SANS ENV 197-1		Cement composition, specifications and conformity criteria – Part 1: common cements.
Spoornet CCE 1/62		Specification for Resilient Insulated Pads for use with Non-ballasted Track

Spoornet PWM 2/10	1995	Specification for Supply of the Traffic Signs used by Spoornet
Spoornet S406	1996	Specification for the Supply of Stone
TMH1		Standard methods of testing road construction materials.
TRH14		Guidelines for road construction materials.
TRH17		Geometric design of rural roads
TRH4		Structural design of inter-urban and rural road pavements.

## 10.2 List of applicable documents

NO	Document Title	Document Reference ID	Revision
1	Protekon Design Services et al., October 2006, Ermelo to Majuba PS proposed rail link for Eskom: Drainage structures. Project WSB005V2	200611	Rev 01
2	Water use licence in terms of chapter of the national water act, 1998 (Act no 36 of 98)	20023145/Licence no: 20023145	
3	Eskom GGS0462 – Quality requirements for Engineering and Construction works.	GGS0462	
4	OHS ACT1993 - Occupational Health and Safety Act		
5	Construction Environmental Management Plan		
	COLTO – Standard specification for road and bridge works for state road authorities (1998 Edition)	8100 8200 8300	1998 Edition
6	Supplier / Contractor Quality Requirements Specification	QM-58	0



## 11 Detailed Scope of Work: List of Drawings

DRAWING NUMBER		SHEET NUMBER	Revision	Description	Eskom Number
3120205	C-211	14	C06	Line Plan and Longitudinal Section - 65,0 km to 67.5 km	0.66/96211
3120205	C-220	1	C04	Servitude, Fencing and Temporary works - 0 km to 6,0km	0.66/96220
3120205	C-220	2	C03	Servitude, Fencing and Temporary works - 6,0 km to 11,0 km	0.66/96220
3120205	C-220	3	C02	Servitude, Fencing and Temporary works - 11,0 km to 16,0 km	0.66/96220
3120205	C-220	4	C03	Servitude, Fencing and Temporary works - 16,0 km to 26,0 km	0.66/96220
3120205	C-220	5	C04	Servitude, Fencing and Temporary works - 26,0 km to 36,0 km	0.66/96220
3120205	C-220	6	C05	Servitude, Fencing and Temporary works - 36,0 km to 46,0 km	0.66/96220
3120205	C-220	7	C01	Servitude, Fencing and Temporary works - 46,0 km to 51,0 km	0.66/96220
3120205	C-220	8	C02	Servitude, Fencing and Temporary works - 50,0 km to 60,0 km	0.66/96220
3120205	C-220	9	C03	Servitude, Fencing and Temporary works - 60,0 km to 67,5 km	0.66/96220
3120205	C-221	1	C03	Fencing Phase Plan - 0 km to 6,0 km	0.66/96221
3120205	C-221	2	C06	Fencing Phase Plan - 6,0 km to 11,0 km	0.66/96221
3120205	C-221	3	C02	Fencing Phase Plan - 11,0 km to 16,0 km	0.66/96221
3120205	C-221	4	C05	Fencing Phase Plan - 16,0 km to 26,0 km	0.66/96221
3120205	C-221	5	C02	Fencing Phase Plan - 26,0 km to 36,0 km	0.66/96221
3120205	C-221	6	C07	Fencing Phase Plan - 36,0 km to 46,0 km	0.66/96221
3120205	C-221	7	C01	Fencing Phase Plan - 46,0 km to 50,0 km	0.66/96221
3120205	C-221	8	C03	Fencing Phase Plan - 50,0 km to 60,0 km	0.66/96221
3120205	C-221	9	C07	Fencing Phase Plan - 60,0 km to 67,5 km	0.66/96221
3120205	C-222	1	C04	Details of Small Stock Fence	0.66/96222
3120205	C-223	1	C00	Palisade Fencing 2.4m and 1.8m High, 0.875m and 1.75m Panels	0.66/96223
3120205	C-223	2	C00	Details of 5m Palisade Sliding Motor Gate	0.66/96223
3120205	C-223	3	C00	Details of Palisade Pedestrian Gate	0.66/96223

## 12 Testing Specification

During the progress of the work tests are conducted on materials and workmanship to ensure compliance with the requirements of the specifications.

All tests are conducted in accordance with the standard methods specified in SANS

## C4: Site Information

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

#### 1. Access limitations (refer to section 4.4.1 of the Scope of Works)

Majuba Rail is located between Ermelo and Eskom's Majuba Power station which is situated in Mpumalanga province.

All accesses to the site are into the fenced servitude from the roads as per the descriptions below, and the *Contractor* makes no other arrangements for access over private land without prior authorisation from the Employer and then only in terms of the requirements conforming to the Environmental legislation.

The accesses listed below are generally from the positions of permanent accesses shown on the drawings and the extent of the service roads is described within brackets.

1. Road D1103 at 2.54 km. (Service road on both sides of the formation up to 0.0 km north).
2. Road D1106 at 14.6 km. (Service road on the eastern side up to 13.0 km and then on the western side up to 7, 6 km).
3. Temporary accesses from Road D1106 between 15.0 km and 30.7 km (Transvalia Road D1106 is used as a service road from 15.0 km up to gravel road 1329 at 30.7 km).
4. Road D1329/D1106 at 30.4 km. (Service road on the eastern side up to the Vaal river).
5. Temporary access from Road D2187 from the western side at the crossing with the servitude at  $\pm$  39.5 km.
6. Deviated gravel road D2187 crossing the servitude at  $\pm$  41.7 km with temporary access from existing road at 41.5 km. (Service road is to the north on the western side up to the Vaal river, and to the south on the eastern side up to 48.5 km and then on the western side up to 49.5 km).
7. De-numbered gravel road D1090 crossing the line at  $\pm$  56.6 km, with access from Road P48-2. (Service road is to the north on the western side up to 53.6 km and then on the eastern side up to 49.6 km, to the south on the western side up to 58.0 km).
8. Road P97-1 at the crossing with the servitude at  $\pm$  59.6 km. (Service road to the north on the eastern side up to 58.2 km).
9. Road P97-1 onto Eskom's property towards  $\pm$  61.6 km on the servitude. (Service road north on the western side up to 59.8 km, to the south on the western side up to 62.9 km. Sections of the service road are also from the gasworks access road on the eastern side from 63.6 km to 63.3 km and again from 64.0 km to 63.6 km).
10. Road D1254 at  $\pm$  67 km. (Service road north on the eastern side up to 65.6 km where it joins the gasworks access road).

#### 2. Ground conditions in areas affected by work in this contract

The works include minimal excavating as the posts are already planted in most of the sections, however the ground is generally soft for excavation.

It should be noted that not all the areas have flat conditions there may be slopes in other areas, wetlands and stream crossings etc.

### **3. Hidden and other services within the *site***

The fence scope does not have any underground or other hidden services which the *Contractor* may encounter whilst doing the work.

### **4. Details of existing buildings / facilities which *Contractor* is required to work on**

There are no existing buildings or facilities to be considered in execution of the works.