



NEC3 Engineering and Construction

# Short Contract (ECSC3)

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

and

for Relocation of Silo Inclined 6A&B Tension / Counterweight structure from Coal Pier No. 7 for a duration of 16 months at Tutuka Power Station

**Contents:** Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments)

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Documentation prepared by:

# 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:

### **Relocation of Silo Inclined 6A&B Tension / Counter-weight structure from Coal Pier No. 7. for a period of 16 months at Tutuka Power Station**

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	<b>R[●]</b>
Value Added Tax @ 15% is	<b>R[●]</b>
The offered total of the Prices inclusive of VAT is	<b>R[●]</b>
(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	[•]	[•]

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
<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>[•]</b>
	Address	<b>[•]</b>
	Tel No.	<b>[•]</b>
	Fax No.	<b>[•]</b>
	E-mail address	<b>[•]</b>
11.2(11)	The <i>works</i> are	Provide a detail design, procurement, manufacturing, transportation to site, construction, testing and commissioning of all the Works, and decommissioning of the existing structure
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>Tutuka Power Station's Coal Plant</b>
30.1	The <i>starting date</i> is.	<b>[•]</b>
11.2(2)	The <i>completion date</i> is.	<b>[•].</b>
13.2	The <i>period for reply</i> is	<b>1 week</b>
40	The <i>defects date</i> is	<b>52 weeks after Completion</b>
41.3	The <i>defect correction period</i> is	<b>1 week</b>
50.1	The <i>assessment day</i> is the	<b>25th of each month or the next working day.</b>
50.5	The <i>delay damages</i> are	<b>R25 000.00 per day</b>
50.6	The retention is	<b>10%</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	<p><b>the amount of the deductibles relevant to the event described in the applicable "Format ECSC3" policy available on</b>  <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></p>
82.1	The <i>Employer</i> provides this insurance	<p><b>as stated for "Format ECSC3" available on</b>  <a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></p>
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	<p><b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b></p>
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	<p><b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)</b></p>
Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?		<p><b>No</b></p>
93.1	The <i>Adjudicator</i> is	<p><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></p>
Will be appointed when a dispute arise		<p><b>Will be appointed when a dispute arise</b></p>
Address		<p><b>[•]</b></p>
Tel No.		<p><b>[•]</b></p>
Fax No.		<p><b>[•]</b></p>
e-mail		<p><b>[•]</b></p>
93.2(2)	The <i>Adjudicator nominating body</i> is:	<p><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></p>
93.4	The <i>tribunal</i> is:	<p><b>arbitration.</b></p>
The <i>arbitration procedure</i> is		<p><b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b></p>
The place where arbitration is to be held is		<p><b>To Be Announced in South Africa</b></p>

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
  - if the arbitration procedure does not state who selects an arbitrator, is
- the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

**The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013)<sup>23</sup> 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 Ethics**

- Z3.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action).
- Z3.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Works if the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any

<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.

such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

- Z3.3 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*.

## **Z4 Confidentiality**

- Z4.1 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.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

## **Z5 Waiver and estoppel: Add to clause 12.2:**

- Z5.1 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.

## **Z6 Health, safety and the environment**

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
  - undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules,

guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

## **Z7 Provision of a Tax Invoice and interest. Add to clause 50**

Z7.1 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.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 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.

## **Z8 Notifying compensation events**

Z8.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

## **Z9 Employer's limitation of liability; Add to clause 80.1**

Z9.1 The *Employer* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

## **Z10 Termination: Add to clause 90.2, after the words "or its equivalent":**

Z10.1 or had a business rescue order granted against it.

## **Z11 Addition to Clause 50.5**

Z11.1 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*.

The Contractor shall adhere to the following Supplier Development Localisation requirements.

Commodity	Components	Local Content Threshold
Steel Products and components	Steel Products	100%
Cement	Cement	100%
Electrical Cables & Telecom Cables		90%
PPE	PPE	100%

## Annexure A: Insurance provided by the Employer

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

1. For the purpose of works contracts likely to be let under this contract (low value straight forward work), insurance provided by Eskom (the *Employer*) has been arranged on the basis of "**Format ECSC3**" as described on the web link given at the foot of this page.
2. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below under the **Format ECSC3** and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 "The *Contractor* provides the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data". Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
3. When Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom's Marine Policies Procedures found at internet website given below.
4. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**  
[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)

**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	<b>the document called 'Price List' in Part 2 of this contract.</b>
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	<b>R[•] excluding VAT [in words] [•] excluding VAT</b>
11.2(11)	CPA	
	First year of the contract will be fixed and firm, CPA will be applicable from second year onwards.	

<sup>4</sup> 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

### 2.2.1 Price List

SILO INCLINED 6A&B TENSION COUNTERWEIGHT STRUCTURE RELOCATION AT TUTUKA POWER STATION						
ITEM NO.	DESCRIPTION	Unit	Quantity	Rate	Amount	
	<b>ESKOM - TUTUKA POWER STATION</b>					
<b>1</b>	<b>PRELIMINARIES AND GENERAL</b>					
<b>1.1</b>	<b>Fixed Charge Items</b>					
1.1.1	Site establishment	Sum	1	R -	R	-
1.1.2	Geotechnical Studies	Sum	1	R -	R	-
1.1.3	Safety file, Induction and Safety Equipment	Sum	1	R -	R	-
1.1.4	Design documents (Including Design philosophy, Drawings, Schedules, etc)	Sum	1	R -	R	-
1.1.5	Site De-establishment	Sum	1	R -	R	-
1.1.6	Other fixed charge Obligations (Details to be provided)					
	-					
	-					
	-					



2.1	<b>Design &amp; Other documentation (Data books)</b>					
	i) Civil and structural designs (Including Design philosophy, Calculations, Drawings, Schedules, HAZOP, etc)	Sum	1	R	-	R -
2.2	<b>SCHEDULED ITEMS</b>					
	Site Preparation					
	i) Clear and strip site	Sum	1	R	-	R -
	ii) Remove topsoil to nominal depth 1000mm	Sum	1	R	-	R -
2.3	<b>RESTRICTED EXCAVATION</b>					
	Restricted excavations in all materials and stockpile in immediate vicinity for re-use at:					
	<b>Counter-weight structure 6A &amp; 6B</b>					
	i) Column foundations F1 (8 off) or similar excavations per design	Sum	1	R	-	R -
	<b>Counter-weight frame support</b>					
2.3.2	Column foundations F2 (4 off) or similar excavations per design	Sum	1	R	-	R -
2.4	<b>RESTRICTED BACKFILLING</b>					
	Selected material placed in 150mm layers and compacted to 93% Mod AASTHO at OMC					
	<b>Counter-weight structure 6A &amp; 6B Support</b>					
	i) Using excavated material for F1 (4 off) or similar restricted backfilling as approved per design	Sum	1	R	-	R -
	ii) Using G6 material supplied by the Contractor for F1 (4 off) or similar restricted backfilling as approve per design	Sum	1	R	-	R -
	<b>Counterweight frame support 6A &amp; 6B</b>					
	iii) Using excavated material for F1 (4 off) or similar restricted backfilling as approved per design	Sum	1	R	-	R -

	iv) Using G6 material supplied by the Contractor for F1 (4 off) or similar restricted backfilling as approve per design	Sum	1	R	-	R	-
2.5	<b>DISPOSAL OF SURPLUS MATERIAL</b>						
	i) Disposal of surplus material at Employer's designated spoils area	Sum	1	R	-	R	-
2.6	<b>CONCRETE (STRUCTURAL)</b>						
	<b>Smooth Formwork</b>						
	<u>Plane vertical</u>						
	<b>Counterweight structure 6A &amp; 6B</b>						
	i) Footings for F1 (8 off) or similar formwork as per design	Sum	1	R	-	R	-
	ii) Plinth for P1 (8 off) or similar plinth formwork as per design	Sum	1	R	-	R	-
	<b>Counterweight structure 6A &amp; 6B</b>	Sum	1	R	-	R	-
	iii) Footings for F2 (4 off) or similar formwork as per design	Sum	1	R	-	R	-
	iv) Plinth for P2 (4 off) or similar plinth formwork as per design	Sum	1	R	-	R	-
2.7	<b><u>SMOOTH FORMWORK TO CHAMFERS, GROOVES, REBATES, ETC EXCEEDING 20 X 20MM IN SIZE</u></b>						
	i) Counterweight structure and Counterweight frame support 6A & 6B	Sum	1	R	-	R	-
2.8	<b>REINFORCEMENT</b>						
	<u>High tensile Steel Bars</u>						
	i) Y 12 Diameter bars or similar high tensile steel bars as per design	Sum	1	R	-	R	-
	ii) Y 16 Diameter bars or similar high tensile steel bars as per design	Sum	1	R	-	R	-
	<u>Mild Steel Bars</u>						
	iii) R 10 Diameter bars or similar mild steel bars as per design	Sum	1	R	-	R	-



2.13	<b>Counterweight structure and Counterweight frame support 6A &amp; 6B</b>					
	<b>GROUTING</b>					
	Supply and place non-shrink grout or similar grouting as per design					
	Under steel bases plates	Sum	1	R	-	R -
	Pocket for M20 holding down bolt	Sum	1			R -
2.14	<b>STRUCTURAL STEEL</b>					
	i) Preparation of shop detail drawings for structural steelwork and submit for approval	Sum	1	R	-	R -
	ii) Supply, Delivery and Erection of steel complete with all the necessary cleats, brackets, gussets, packs, etc, using steel to EN 10025 Grade S355JR	Sum	1	R	-	R -
	iii) Painting of the structure	Sum	1	R	-	R -
2.15	<b>COLUMNS INCLUDING HAUNCHES AND THE LIKES</b>					
	<b>Counterweight structure 6A &amp; 6B</b>					
	i) H_ 203x113*25 kg/m or similar as per design					
	Supply	Sum	1	R	-	R -
	Erection	Sum	1	R	-	R -
	<b>Counterweight frame support 6A &amp; 6B</b>					
	i) H_ 127x76*13 kg/m or similar as per design					
	Supply	Sum	1	R	-	R -
	Erection	Sum	1	R	-	R -
	2.16	<b>Beams including channels, angles, bars, brackets and the like</b>				
<b>Counterweight structure 6A &amp; 6B</b>						

2.17	L_ 203x113*25 kg/m of similar as per design							
	Supply	Sum	1	R	-	R	-	
	Erection	Sum	1	R	-	R	-	
	<b><u>Bracing, channels, angles, bars, brackets and the like</u></b>							
	L_ 90x90*6 kg/m or similar as per design							
	Supply	Sum	1	R	-	R	-	
	Erection	Sum	1	R	-	R	-	
	<b>Counterweight frame support 6A &amp; 6B</b>							
	L_ 203x113*25 kg/m of similar as per design							
	Supply	Sum	1	R	-	R	-	
	Erection	Sum	1	R	-	R	-	
	U_ 160x 65 or similar as per design							
	Supply	Sum	1	R	-	R	-	
	Erection	Sum	1	R	-	R	-	
	U_ 280x95 or similar as per design							
	Supply	Sum	1	R	-	R	-	
	Erection	Sum	1	R	-	R	-	
	L_ 70x70*8 Kg/m as per design							
	Supply	Sum	1	R	-	R	-	
	Erection	Sum	1	R	-	R	-	
L_ 50x50*6 Kg/m as per design								
Supply	Sum	1	R	-	R	-		
Erection	Sum	1	R	-	R	-		
2.18	<b><u>Plates including stiffeners, gussets and the like (as per design)</u></b>							
	20mm thick base plates							

	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	<b>Cleats</b>						
	10mm thick cleats						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	<b>Plates</b>						
	10mm thick gusset plates						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	20mm thick gussets plates						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	<b>Counterweight structure and Counterweight frame support 6A &amp; 6B</b>						
<b>2.19</b>	<b>TRANSPORT TO SITE</b>						
	Delivery to site	Sum	1	R	-	R	-
<b>2.20</b>	<b>ERECTION BOLTS</b>						
	Grade 8.8 bolts including thru'hardened flat or tapered washers, as appropriate	Sum	1	R	-	R	-
<b>2.21</b>	<b>SITE WELDING</b>						
	Site welding of structural steel	Sum	1	R	-	R	-
<b>2.22</b>	<b>HOLDING DOWN BOLTS (As per design)</b>						
	Supply and install						
	i) M20 HD anchors	Sum	1	R	-	R	-
	<b>Counterweight structure 6A &amp; 6B</b>						



	i) Bend pulley including plumber blocks, 1250mm Face width, 600 dia with 12mm thk lagging 157dia Shaft including bearings and sole plates or similar as per design						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	ii) Take up pulley including plumber blocks, 1250mm Face width, 6300 dia with 12mm thk lagging 183dia Shaft including bearing and sole plates or similar as per design						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
<b>3.3</b>	<b><u>SHEAVE WHEEL</u></b>						
	i) 528mm dia sheave wheel, c/w 22Grade 43A steel, 115 dia Sheave bore with 45° chamfer including plumber blocks. Diameter vertical rope and brackets (438 root dia) or similar as per design						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
<b>3.4</b>	<b><u>COUNTERWEIGHT</u></b>						
	i) 1200 x 1000mm, 11Ton Counterweight enclosed with 50x6 plate or similar as per design						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
<b>3.5</b>	<b><u>WINCH AND ACCESSORIES</u></b>						
	i) Motorised hand winch with rope dia 32mm, drum rope capacity 103m and rope working length 73m, or similar as per design						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	ii) 32mm 6x 36F Galvanised Steel Wire Rope or similar as per design						

		Supply	Sum	1	R	-	R	-
		Erection	Sum	1	R	-	R	-
		iii) 32mm Heavy Duty Rope Clamps D Forged as per design						
		Supply	Sum	1	R	-	R	-
		Erection	Sum	1	R	-	R	-
		iv) 11 Ton D shackle with 38mm body x 42mm Pin or Similar as per design						
		Supply	Sum	1	R	-	R	-
		Erection	Sum	1	R	-	R	-
3.6		<b><u>IDLER FRAMES, IDLERS AND ACCESSORIES</u></b>						
		i) Supply and Erection of Idlers frames, Idlers, and accessories as per scope						
		Supply	Sum	1	R	-	R	-
		Erection	Sum	1	R	-	R	-
3.7		<b><u>BELT PROTECTION AND SAFETY SENSORS</u></b>						
		i) Supply and install pull cord lanyard wires and switches on both sides of the conveyor						
		Supply	Sum	1	R	-	R	-
		Install	Sum	1	R	-	R	-
		<b>TOTAL FOR MECHANICAL WORKS</b>						
4		<b>ELECTRICAL INSTALLATIONS</b>						
4.1		<b><u>Design &amp; Other Documentation (Data books)</u></b>						
		Electrical Design (Including Design Philosophy, Calculations, Drawings, Schedules, HAZOP, etc)						
			Sum	1	R	-	R	-
4.2		<b><u>Distribution panel enclosure</u></b>						

	Aluminium, flame roof, electrical orage, IP 66, to be able to handle cable VSD, isolator, CB, earth leakage device, ammeter, volt meter orage, IP 66 powder coated, mild steel, with 3 phase bus-bars, insulation back plate cover						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
<b>4.3</b>	<b><u>Motor Control Circuit (MCC) (as per design)</u></b>						
	MCC suitable to handle weight of MCC panel box, and welding socket						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
<b>4.4</b>	<b><u>Isolators (as per design)</u></b>						
	Lockable Onload, isolator, I=63A, 3P, Ue=240/415V, IP66, f=50/60Hz						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
<b>4.5</b>	<b><u>Earth Leakage (as per design)</u></b>						
	38A, 300mA Earth leakage device						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
<b>4.6</b>	<b><u>Current transformer (as per design)</u></b>						
	63A 5/1 5VA, Class 1,0						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
<b>4.7</b>	<b><u>Ammeter (as per design)</u></b>						
	63A,60/5A						

		Supply	Sum	1	R	-	R	-
		Erection	Sum	1	R	-	R	-
<b>4.8</b>		<b>Fuses (as per design)</b>						
		63A,400V, Non time delay, depending on isolator						
		Supply	Sum	1	R	-	R	-
		Erection	Sum	1	R	-	R	-
<b>4.9</b>		<b>Welding Socket (as per design)</b>						
		63A, 380V, Isolator, 30mA earth leakage device, electrical orange with flap cover						
		Supply	Sum	1	R	-	R	-
		Erection	Sum	1	R	-	R	-
<b>4.10</b>		<b>Lighting (as per design)</b>						
		220V, IP65, 400W flood light						
		Supply	Sum	1	R	-	R	-
		Erection	Sum	1	R	-	R	-
<b>4.11</b>		<b>Surfix Cable (as per design)</b>						
		Supply	Sum	1	R	-	R	-
		Erection	Sum	1	R	-	R	-
<b>4.12</b>		<b>Daylight Switch (as per design)</b>						
		NS116, 220V, IP54, 16A, 1W, Switching delay 20 to 25s, hail impact resistant 0,5Nm						
		Supply	Sum	1	R	-	R	-
		Erection	Sum	1	R	-	R	-
<b>4.13</b>		<b>Electrical Motor (as per design)</b>						

	18,5kw. 380V, 4P, IP66						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
<b>4.14</b>	<b>Variable Speed Drive (VSD) (as per design)</b>						
	3okW @ 400V VSD, 63A, 400V, 3P f=59Hz, (IP65) including T/O protection with control key pad						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
<b>4.15</b>	<b>Cabling (as per design)</b>						
	i) 16mm <sup>2</sup> , 72A(air), Low Voltage (LV) 600/1000 SWA, PVA, 3 core including earth cable						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	ii) Size 3 flame proof cable glands						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	iii) Cable clamp size E32						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	iv) Cable tag, copper, 10 x 40mm						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	v) Cable lugs to suit size ring type						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
<b>4.16</b>	<b>Earth Cable (as per design)</b>						

	35mm <sup>2</sup> , 300m, 3 core plus earth cable, 300m cable drum						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
<b>4.17</b>	<b>Surfix Cable (as per design)</b>						
	100m rol, 2,5mm <sup>2</sup> cable						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
<b>4.18</b>	<b>Circuit breaker (as per design)</b>						
	i) Main CB (35mm Din rail) 63A, 55kA @ 400V, 3P, Ue=240/415V f=50/60Hz						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	ii) Light circuit breaker CV (35mm Din rail) 10A,55kA @ 400V, 1P, Ue=240/415V f=50/60Hz						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	<b>TOTAL FOR ELECTRICAL WORKS</b>					<b>R</b>	<b>-</b>
<b>5</b>	<b>CONTROL AND INSTRUMENTATION</b>						
<b>5.1</b>	<b>Design &amp; Other Documentation (Data books)</b>						
	Control and Instrumentation Designs (Including Design Philosophy, Calculations, Drawings, Schedules, HAZOP, etc)	Sum	1	R	-	R	-
<b>5.2</b>	<b>Local Control Panel (as per design)</b>						
	i) Junction box						
	Supply	Sum	1	R	-	R	-

	Erection	Sum	1	R	-	R	-
ii) ON/OFF Local Control Station with Local Current Indication, including wire ducts, terminal blocks and earth terminal blocks, including double door with window, wire ducts and 2 terminal blocks and earth terminal block							
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
iii) REVERSE/FORWARD Local Control Stations with local control station, emergency stop push button, wire ducts, 2 terminal blocks and earth terminal.							
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
iv) IP 65, latch mushroom emergency stop push button, red 40Ø mm minimum, including 1 round label of yellow colour with the text engraved by black colour EMERGENCY STOP							
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
v) IP 40, 3 position rotary selector switch, including labelling, in the position 1, engrave the text LOCAL, in the position 2, engrave the text REMOTE, in the position 3, engrave the text MAINTENANCE							
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
vi) IP 40 minimum, warning light yellow (LED's) indicator light, Ø 26mm minimum, including label engraved "MAINTENANCE"							
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
vii) IP 40 minimum, warning light green, Ø 26mm minimum, current consumption from 10mA to 40mA maximum, including label							

	engraved "RUNNING"						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	viii) IP 40 minimum, black push button, ø 26mm minimum including label with engraved text "REVERSE"						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	ix) IP40 minimum, Green illuminated flush push button (LED), ø 26mm minimum, with label engraved "START"						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	x) IP40 minimum, Red illuminated flush push button ø 26mm minimum including text engraved "STOP"						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	xi) IP40 minimum, Analog Ammeter with ferragnetic element of measure, 50/60Hz, 650V AC including label engraved "CURRENT"						
	Supply	Sum	1	R	-	R	-
	Erection	Sum	1	R	-	R	-
	<b>TOTAL FOR C&amp;I WORKS</b>					<b>R</b>	<b>-</b>
<b>6</b>	<b>PROVISIONAL SUMS</b>						
<b>6.1</b>	<b>Counterweight structure 6A &amp; 6B</b>						

6.2	Allow amount of R ..... (rands only) for the design, supply and installation of structural steel staircase to be connected to the Counterweight structure 6A & 6B complete with galvanised grid flooring including grid type grating clipped to steelwork and tubular hand railing system delivered and installed complete including galvanising to specification, and Non Destructive Test required on all steel.	Sum	2	R	-	R	-
	<b>Signage</b>						
	Allow amount of R ..... (rands only) for safety signage in accordance with SANS 1186-1 2015	Sum	1	R	-	R	-
<b>TOTAL FOR PROVISIONAL SUM</b>						R	-
<b>7</b>	<b>DECOMMISSIONING</b>						
7.1	Structural Steel to be removed, transported, and scrapped at Tutuka Power Station Scrapping Yard						
	<b>Removal and Decommissioning</b>						
	Alterations						
	i) Inspection	Sum	1	R	-	R	-
7.2	<b>Counterweight structure and Counterweight frame support 6A &amp; 6B</b>						
	i) Removal and decommissioning of existing bend pulley including plumber blocks	Sum	1	R	-	R	-
	ii) Removal and decommissioning of existing Counterweight structure 6A & 6B structural steelwork including all columns, haunches, beams, channels, angles, bracings, brackets, plates, gussets, erection bolts, hold down bolts and the like	Sum	1	R	-	R	-
	iii) Removal and decommissioning of existing Counterweight frame for 6A & 6B structural steelwork including all columns, haunches, beams, channels, angles, bracings, brackets, plates, gussets, erection bolts, hold down bolts and the like	Sum	1	R	-	R	-

7.3	iv) Removal and decommissioning of existing sheave wheel	Sum	1	R	-	R	-	
	v) Removal and decommissioning of existing winch	Sum	1	R	-	R	-	
	<b>Belt Splicing</b>							
	i) Cut and reel up conveyor belting	Sum	1	R	-	R	-	
	ii) Perform conveyor belt splices	Sum	1	R	-	R	-	
	iii) Align conveyor belt and take up pulley	Sum	1	R	-	R	-	
	iv) Tension the conveyor belt	Sum	1	R	-	R	-	
	<b>TOTAL FOR DECOMMISSIONING</b>						R	-
	<b>8 TESTING AND COMMISSIONING</b>							
	8.1	<b>Testing Commissioning and Training</b>						
i) Complete Testing and Commissioning of equipment		Sum	1	R	-	R	-	
ii) Training of Eskom Staff		Sum	1	R	-	R	-	
iii) AKZ Labelling as per approved Eskom Standards		Sum	1	R	-	R	-	
iv) Other (List below)								
<b>TOTAL FOR TESTING AND COMMISSIONING</b>						R	-	
<b>PROJECT TOTAL</b>						R	-	

# C3: Scope of Work

## **C3.1 Works Information for the relocation of the Coal Silo Feed Conveyors, 6 A/B, counterweight system from Coal Pier 7 to the identified area between Coal Piers 9 and 10 and decommissioning of the existing structure**

### **3.1.1 System Installation**

The scope of work is as follows: -

- The *Contractor* to perform the detail design, procure, manufacture, transport to site, construction, testing and commissioning of the Coal Silo Feed Conveyors, 6 A/B, counterweight system from Coal Pier 7 to the identified area between Coal Piers 9 and 10 as well as decommissioning of the existing structure. The scope of works comprises of civil, mechanical, electrical and C&I activities. The *works* shall be executed in accordance to **Technical Specification document UI: 15ENG GEN-1099**. This document forms part of tender inquiry package.

#### **4. TRAINING REQUIREMENTS**

- The *Contractor* to prepare training manuals and be able to train personnel from the Employer to be able to operate the newly installed systems.
- Training shall be provided by the *Contractor* for Tutuka Power Station staff, and must be structured into a combined operating and maintenance course for at least 10 persons.
- The training courses shall be compiled before training commences, and the content and structure to be approved by the Employer before training commences, at a time that shall be mutually agreed upon; and
- Training venue will be provided for by the Employer.

#### **5. QUALITY CONTROL AND ASSURANCE**

- The *Contractor* shall produce and submit a method statement, project plan and quality control plan (QCP) to the *Employer* one week before work commences; and
- The QCP must indicate relevant hold, surveillance, and witness points to be agreed upon by the EDWL System Engineer.

#### **6. PLANT LABELLING AND CONFIGURATION**

The Contractor must design the labels for the plant in accordance with Tutuka AKZ Plant Labelling Guideline (240-62937990).

#### **7. HANDOVER REQUIREMENTS**

The system shall operate continuously and uninterrupted for a period a month prior to final handover.

As built documentation, drawings and data packs shall be delivered and approved as a condition for handover.

All passwords (including those necessary for calibrations) for the hardware or software must be handed over to client as part of the hand-over documentation

## **2. Drawings**






**Technical specifications:**

Title	Date or revision	Tick if publicly available
<b><u>Technical specifications:</u></b>		
ISO 9001 - Quality Management Systems	Latest	<b>x</b>
ISO 3834 - Quality requirements for Welding	Latest	<b>x</b>
SANS 1200 Series	Latest	<b>x</b>
SANS 10142, edition 1.	Latest	<b>x</b>
SANS 1649, SANS 10378, SANS 1838	Latest	<b>x</b>
Safety, Health and Environmental specifications for <i>Contractors</i>	Latest	<b>x</b>
COLTO	1998	<b>x</b>
SANS 02254 Code of Practice for the design and construction of lighting masts	Latest	<b>x</b>
SANRAL Drainage Manual (2013). Pretoria; South Africa National Road Agency Ltd	Latest	<b>x</b>
240-53113685 - Design Review Procedure	Latest	
240-86973501 - Engineering Drawing Standard – Common Requirements	Latest	
240-56364545 - Structural Design and Engineering Standard	Latest	
240-106365693 - Standard for the external corrosion protection of Plant, equipment and associated piping and coating	Latest	
240-106628253 - Standard for Welding Requirements on Eskom Plant	Latest	
240-55864504 - Belt Conveyor Structural Steelwork and Welding Specification	Latest	
240-57127951 - Standard for the Execution of Site Investigations	Latest	
240-57127953 - Execution of Site Preparation and Earthworks Standard	Latest	
240-91244751 - Specification for Geotechnical Investigations Standard	Latest	
240-57127955 - Geotechnical and Foundation Engineering Standard	Latest	

240-85549846 - Standard for Design of Drainage and Sewerage Infrastructure	Latest	
240-83539994 - Standard for Non-Destructive Testing (NDT) on Eskom Plant	Latest	

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

All generating equipment and test instruments necessary for the proper testing of the works shall be supplied by the contractor, and all tests shall be performed in the presence of the project Manager or his authorized representative. Should existing services interfere with the provision of the works the contractor is required to inform the project manager or his authorized representative immediately in order to obtain further instruction. The contractor has to advice Eskom 14 days in advance where he/she requires scaffolding. Due to the important nature of this work, this scope of work must be performed in the shortest times available. The contractor has to work 8 hours a day and during weekends. The contractor is depended on daylight.

**4.1 Meetings**

Regular meetings of a general nature may be convened and chaired by the *Project Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Construction Kick-Off Meeting	Prior to the commencement of any construction activities or manufacturing activities	TBC	<i>Project Team Members, Contractor and Others</i>
Milestones progress feedback	Weekly on <b>as and when required</b>	TBC	<i>Project Team Members, Contractor and Others</i>
Contractor's Safety Meeting	Monthly from 09H00 to 10H30	Production Boardroom	<i>Project Leader and the Contractor's safety representatives</i>

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

**4.2 Use of standard forms**

Provide details of standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications.

Standard forms to be used by the *Contractor* in the administration of the contract are:

- Access certificate
- Completion certificate
- Defects Certificate

- Delegation of the *Employer's* Duties
- *Employer's* assessment
- *Employer's* instruction
- Event Register
- Notification of a defect
- Task Order
- Termination certificate

### 4.3 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Works Information. Also include a list of information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

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

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

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of *service* provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT
- Purchase Order number and the line number of purchase order;
- The CPA will be applicable from year two onwards
- The *Employer's* Finance department and the *Contractor's* delegated person to determine the monthly / assessment CPA
- The approved CPA calculation sheet and the Invoice for CPA (with the GL Account Number and the Cost Center on the Invoice) to be send to the financial department as per *Employer's* Invoicing procedure / instruction
- *Employer's* Invoicing and payment procedure/ instruction to be followed.

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

### 4.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. [See clause 11.2(5) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

The *Contractor* shall keep records of amounts paid by him for people employed by the Contractor, Plant and Material, work subcontracted by the *Contractor* and Equipment. These records shall be made available on request by the *Employer*.

### 4.5 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

Indicate the percentage (%) that is allocated to:

Price	<b>80%</b>
BBBEE Status	<b>20%</b>
Designated commodity (Yes/No)	<b>Yes</b>

**Section 1: Pre-qualification Criteria for Preferential Procurement**

- Only companies that are B-BBEE Level 1-4 are eligible to tender.
- Only companies complying to CIDB Act 38 of 2000 and qualifying to CIDB grading 6CE / ME or above.

**Section 2: Mandatory Requirements**

**2.1 Designated Sectors**

	YES	NO
a) Is this Commodity or part of it a Designated Sector?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Steel Products and components	Steel Products	100%
Cement	Cement	100%
Electrical Cables		90%
PPE	PPE	100%

NOTE 1:

Mandatory Returnables:

- (F1) - SBD 6.2 Declaration Form
- (F2) - Annexure C (Local Content Declaration-Summary Schedule

Non Mandatory Returnables:

- (F3) - Annexure D-Imported Content Declaration – Supporting Schedule to Annexure C
- (F4) - Annexure E-Local Content Declaration- Supporting Schedule to Annexure C.

**2.2 CIDB Skills Development**

a) Is there CIDB compulsory training?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, what is the% of the Construction Skills Development Goal % (CSDG)	

If the answer above is Yes, it will then be mandatory for the supplier to match Eskom's targets

Criteria	Eskom Target	Tenderer Commitment
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CSDG Percentage	N/A	N/A
Description	CIDB Skills	N/A

Note 3: Failure by the Contractor/Service Provider/Supplier to meet the CIDB CSDG mandatory % will render their tender non-responsive.

**Section 3: SDL&I Undertaking**

Local Procurement Content

Local Procurement Content” refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spend minus the imported component.

Local Procurement Content	Eskom Target	Tenderer Proposal
	Not applicable	Not applicable

Job Opportunities

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

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

**Skills Development**

Tenderers are required to propose against the following training initiatives:

Category	Eskom Target	Tenderer Proposal
Safety Officer	1	

**4.6 Facilities to be provided by the Contractor**

State any requirements such as offices on site for the Employer.

**7.1.10 Site services provided by the Contractor**

The contractor is to lift/lower all materials, tools and other equipment, in a safe manner to the satisfaction of Eskom. The contractor must supply Eskom a certificate that his rigger is qualified to perform such tasks. All the slings, chains and hoisting equipment ratings must be marked, and Eskom will inspect it before arriving on site.

Contractor to provide its own fire extinguishers

**7.1.11 Storage and accommodation**

The *contractor* shall at his own cost, provide and maintain adequate and suitable storage accommodation for the proper housing and storage of all perishable or corrodible materials and fittings on site to be approved by *Eskom* before any deliveries are made to site. *Eskom* shall have free access at all times to the storage sheds. The *contractor* has to accommodate his workers at his own expense for the duration of this contract.

#### 7.1.12 Temporary offices

The *contractor* shall provide temporary office accommodation on the site for his own use and for the use of *his* agent and foreman in charge, in a position suitable for the proper execution of the work to the satisfaction of *Eskom*. The *contractor* can apply for a telephone via *Eskom*, but it is for the *contractor's* account. The *contractor* can use his cellular phone, but he may not use it in the control room, plc room and switchgear room. Please note that a medical aid kit must also be in the office including a fire extinguisher. Two fire extinguishers must be on the plant and one in the temporary office. These fire extinguishers must be supplied with test certificates.

#### 7.1.13 Security

The *contractor* will be responsible for compliance by his personnel, *suppliers* and *sub – contractors*, with all *Eskom* security regulations where they are applicable to the site of works and the access thereto.

### 4.7 Title to material from excavation and demolition

Read clause 70.2 then provide details as required. Particularly relevant in demolition where substantial amounts of copper are involved.

- All plant spares and materials to be inspected by the Contractor (Quality checked) before installing at the plant.
- Hold points must be attended and witness all intervention points as per approved QCP as per activity.
- The *Employer* will supply all spares and materials.
- The *Contractor* is not allowed to use any materials or spares for private usage or on any other Sites.
- The *Contractor* must transport material as requested.
- Requests to be in writing a day before the material will be needed.
- Work and QC to be done according to the regulations and procedures of the *Employer*.
- The *Contractor* will be responsible for the safeguarding, care and security of all items whilst in the *Contractors* custody and control, until Completion of the whole of the works.
- *Contractor* must be “able, trained and be prepared” with the necessary PPE, equipment, tools, skills and authorised to handle any equipment, spares, tools and materials related to the scope
- All spares removed and returned to Tutuka premises must be declared at the main entrance where the removal permit for the spares must be shown to the Protective Services personnel
- The *Employer* will issue all plant related spares and materials as negotiated
- All spares needed from the stores must be collected by *Contractor* and taken to required plant
- All faulty rotatable items to be taken to stores with necessary documents

### 4.8 Design by the Contractor

The contractor is to show all the design on all the disciplines to Eskom for approval, before he/she can proceed with the manufacturing.

### 5. Requirements for the programme

The contractor has to supply Eskom with a detailed program 7 days after the contract award date. The contractor must state the welding procedure completion date on the program, the manufacturing lead time and any other key dates. He/she must state when he/she will require the scaffolding three days in advance. Hold points are to be shown on his/her program for Eskom inspections.

Note: A high level program should be submitted at the tender stage.

### 6. Services and other things provided by the Employer

Item	Date by which it will be provided
Potable water available on site	Contract start date
Toilets	Contract start date
Storage area within the Power Station fencing	Contract start date
Medical assistance during normal working hours.	Contract start date
220-Volt power supply available	Contract start date

### 7. GENERAL WORKS INFORMATION

#### 7.1. The Contractor to note and comply with the following:

- a) The Employer reserves the right to have any of the Contractor’s personnel removed off site without cancelling the contract if, in the Employer’s opinion, it is warranted.
- b) The Employer reserves the right to request disciplinary/corrective action if, and when, required.
- c) The Contractor shall operate under the direction and instructions of the Power Station Manager or such person/s as may be appointed by him.
- d) The Contractor shall maintain a high standard of workmanship expected by the Employer and shall comply with any quality assurance and quality procedures implemented by the Employer.
- e) The Contractor shall provide all overalls for his/her staff with clearly identifying motifs.

#### 7.2. Security Arrangements:

- a) The Contractor applies for a photo permit (if on site for longer than two- (2) months) at the Security gate, prior to the starting date.
- b) All Contractor’s personnel will be issued with a temporary access permit if not on site for at least two- (2) months which will contain the following information:
  - Name

- ID Number
  - Company
  - Validity date
- c) In order to assist Protective Services with the issuing of permits and the identification of personnel on site, the *Contractor* is to supply a list of all personnel that *he/she* intends using on site, at least 24-hours prior to entry of the Security Area. This list must be delivered to Protective Services, or can be faxed to (017) 749-9104. The list, identified with the *Contractor's* name, is to contain the following information:
- Employee name
  - Employee ID Number
  - *Employer's Project Manager/ Project Manager/ Employer's Representative/ Employer's Agent/ Employer's Agent signature*
  - Copy of the first page of the ID book of every employee of the *Contractor*.
- d) The list of details has to be completed on the special form attached to the *Contractor's* Safety Manual.
- e) The *Contractor* personnel will be required to be in possession of their *Contractor's* permit at all times.
- f) All *Contractor's* permits must be submitted to Protective Services when the relevant personnel leave the site after Completion of the *works*.
- g) Lost permits will be paid for by the *Contractor* to Protective Services at a cost of R100, 00 per lost permit.
- h) The *Contractor's* visitors and all personnel shall conform at all times, to the security arrangements in force at the time. Application forms for visitors must be filled in by the *Contractor's* Site Manager and approved by the *Project Manager/ Employer's Representative/ Employer's Agent*, one- (1) day before the visit and submitted to the *Employer's* Protective Services office. Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- i) The Chief of Protective Services may with valid cause remove any of the *Contractor's* personnel from the site, either temporarily or permanently. He may deny access to the site to any person, whom, in the opinion of the said Chief of Protective Services, constitutes a security risk.
- j) No unauthorised vehicles will be allowed on site. Only *Contractor's* vehicles with displayed contract vehicle permit disks will be allowed on site. Contractor Vehicle Permit Applications should be directed to the *Project Manager/ Employer's Representative/ Employer's Agent*.
- k) The *Contractor* will be restricted to the working areas associated with his place of work. The *Contractor* is forbidden to enter any other areas, and must ensure that his employees abide by these regulations.
- l) Parking inside the *Power Station* building is strictly forbidden, except for loading purposes.
- m) No recruiting of casual labour may be done on the *Employer's* premises, including the area outside the Tutuka Power Station security gate.
- n) The *Contractor's* employees and Equipment are subject to being searched on the entering or leaving the security area of the *Power Station*. Searching is done on a 'spot check' basis. The *Contractor* ensures that a detailed equipment and tool list for each person is available on arriving at site. Failure to comply may result in delays when leaving site wanting to remove equipment and tools.

### 7.3. Health and Safety:

#### 7.3.1 Plant Safety Regulations:

- a) The *Employer* shall on request from the *Contractor* isolate required plant from all sources of danger as described in the Plant Safety Regulations.
- b) The *Employer* shall, on request, make available a copy of the latest revision of the Plant Safety Regulations to the *Contractor*.
- c) The *Contractor* shall conform to all rules and regulations applicable to Plant Safety and shall complete the Workman's Register prior to working on the plant.

### 7.3.2 Fire Precautions:

- a) Any tampering with the *Employer's* fire equipment is strictly forbidden.
- b) All exit doors, fire escape routes, walkways, stairways and stair landings and access to electrical distribution boards must be kept free of obstruction and not be used for work or storage at any time. Firefighting equipment must remain accessible at all times.
- c) In case of fire, report the location and extent of the fire to Electrical Operating Desk at **017 – 749 5725 or 017 – 749 5726**.
- d) Take the necessary action to safeguard the area to prevent injury and spreading of the fire.
- e) Cameras and cellular phone cameras will only be allowed with the written permission of the *Employer*. Explosives and firearms are not allowed within the security area of the *Power Station*.

### 7.3.3 Reporting of accidents:

The *Employer* follows an accident prevention policy that includes the investigation of all accidents involving personnel and property. This is done with the intention of introducing control measures to prevent a recurrence of the same incidents. The *Contractor* is expected to co-operate fully to achieve this objective. The *Project Manager/ Employer's Representative/ Employer's Agent* must be informed immediately of any Category B or C incidents. Category A incidents and any damage to property or equipment must be reported to the *Project Manager/ Employer's Representative/ Employer's Agent* within 24-hours.

**NOTE:** This report does not relieve the *Contractor* of his legal obligation to report certain incidents to the Department of Labour, or to keep records in terms of the Occupational Health and Safety Act, and Compensation for Occupational Injuries and Diseases Act.

### 7.3.4 Speed limit:

All vehicles must be driven with due consideration for personnel and property. A maximum speed limit of 40 km per hour will be adhered to on the premises at all times.

### 7.3.5 Health and Safety Arrangements:

- a) The *Contractor* must ensure that all his personnel attend a Health and Safety Induction Course prior to starting with the *works*. A one- (1) hour course will be provided by the *Employer* and will be valid for the duration of one- (1) year.
- b) The *Contractor* shall comply with the guidelines set out in the Contractor's Safety Manual SAS 0013. The sheet on the first page of the Safety Manual must be completed and signed by the *Contractor* before taking possession of the *works*. This sheet will be valid for the duration of the *works*. The Safety Manual must be signed at the Safety Risk Department.
- c) Safety Risk Management has the right and authority to visit and inspect the *Contractor's* workplace or site establishment to ensure that tools, machinery and equipment comply with the minimum safety requirements.
- d) The *Project Manager/ Employer's Representative/ Employer's Agent* shall be entitled to instruct the *Contractor* to stop work, without penalty to the *Employer*, where the

*Contractor's* personnel fail to confirm to safety standards or contravene health and safety regulations. The *Project Manager/ Employer's Representative/ Employer's Agent* is entitled to cause the *Contractor* to discipline *his/her* employees and to submit disciplinary action, and submit a report to the *Project Manager/ Employer's Representative/ Employer's Agent*. The *Contractor* shall implement additional health and safety precautions where necessary.

e) **The following Health & Safety requirements should be complied with:**

- i) The *Contractor's* proof of registration with the Compensation Commissioner and assessment of payment should be verified.
- ii) The *Contractor* to demonstrate that all *his/her* employees have been made aware and understand the risks and hazards associated with the type of work or activity to be carried out.
- iii) The *Contractor* to demonstrate that *he/she* is capable of providing the *Employer* with proof of free issue of adequate Personal Protective Equipment (P.P.E.) to be used by *his/her* employees (preferably SABS approved).
- iv) The *Contractor* to receive Safety Risk Management Manual for Contractors (Ref: 30/05-PA\*003) and to complete all relevant forms (i.e., pages 25 to 32.)

NB: All forms to be completed and submitted to SRM before the commencement of work on site.

- v) All the *Contractor's* employees to receive a formal Safety Induction Training from Safety Risk Management before commencement of work on site.

### 7.3.6 Barricading / Screens and Scaffolding:

The *Contractor* shall provide and install barricades and warning devices to ensure that equipment and persons are not exposed to danger or to prevent access to dangerous areas.

The *Employer* will supply scaffolding. Arrangements of such must be made at least one- (1) week in advance by the *Contractor*. (Tampering of any approved scaffold is not allowed for any adjustments – The *Project Manager/ Employer's Representative/ Employer's Agent* should be notified for any adjustments.)

### 7.3.7 Asbestos:

a) All stripping of asbestos material shall be undertaken strictly in accordance with the *Employer's* Procedure OVP76 HSPHRN 00 00 5 and other relevant standards and updates, with special reference to the asbestos regulations according to the Occupational Health and Safety Act number 85 of 1993.

b) The *Project Manager/Employer's Representative* shall advise the *Contractor* whether areas that are to be stripped of lagging have been identified as containing asbestos. If the *Contractor* is not sure whether lagging contains asbestos, he is to notify Risk Management who will identify whether the lagging contains asbestos.

c) The *Contractor* shall be obliged to ascertain from the *Project Manager / Employer's Representative* in advance whether areas required to be stripped are non-asbestos. Any *Contractor*, other than the *Contractor* appointed to remove asbestos shall strip no lagging material containing asbestos fibres.

d) The *Contractor* appointed to remove asbestos, may not begin removal without first obtaining the necessary permission from the Inspector of Labour and Risk Management.

**7.4. Construction, Erection and Maintenance work on site:**

- a) The *Contractor* will be responsible for the provision of all, or any temporary or expendable materials required allowing for storage of material.
- b) The *Contractor* will be responsible for the safeguarding, care, and security of all items whilst in the *Contractor's* custody and control, until Completion of the whole of the *works*.**
- c) The *Contractor* will be responsible for all craneage and equipment that is required to complete the work.
- d) The *Contractor* will be responsible for the repair, replacement, or correction as necessary of any and all items of plant and/or materials supplied by the *Employer*, which are damaged and/or lost while in the *Contractor's* custody and control.

**7.5. Use of the Employer's Tools and Equipment:**

- a) For the purpose of expediting the *works*, the *Employer* may make facilities and services available to the *Contractor* as provided at no cost to the *Contractor*. The *Contractor* will not receive any reimbursement or make any change to the beneficial use of the facilities or services.
- b) The *Employer* may allow the *Contractor*, for the execution of the *works*, the reasonable use of its workshop, cranes, tools and equipment, provided that the *Employer's* own work and business are not interfered with in any manner by such use. The *Contractor* shall leave all workshops, cranes, tools and equipment in as good a condition as he found them, fair wear and tear excepted, and shall be liable for any damages by the *Employer* as a result of any act of negligence by the *Contractor*, *his/her* employees or sub-contractor while using such workshop, cranes, tools and equipment.
- c) The *Contractor* is responsible for the repair, replacement, or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and/or lost whilst in the *Contractor's* custody and control.**
- d) The *Contractor* must ensure that any one of *his/her* employees or Sub-contractor, operating hoist equipment belonging to the *Employer*, is authorised by the *Contractor*.

**7.6. Plant Identification Labels:**

The *Contractor* is responsible to replace or repair all plant identification labels that are removed or damaged during the execution of the *works*.

**7.7. Quality Requirements:**

- a) Proof of the *Contractor's* personnel competence in terms of Reg 18 (5 and 6) of the OHS Act is required by the *Employer*.
- b) The *Contractor* will comply with the *Employer's* Quality Requirements as specified in Eskom Generation Standard HSP/PA006 Form A to the Works Information. Annexure B to this Standard indicates the specific application thereof.
- c) All quality control documentation must be submitted to the *Project Manager/ Employer's Representative/ Employer's Agent* within 15 days after contract award, but prior to the *possession date*.
- d) Quality requirements for Engineering and Construction Works GGS 0462 must be adhered to. This document is available from the *Project Manager / Employer's Representative* on request.

**7.8. Waste Disposal:**

All waste introduced to and/or produced on the *Employer's* premises by the *Contractor* for this contract, must be handled in accordance with the minimum requirements for the Handling and Disposal of Hazardous Waste in terms of Government Legislation as proclaimed by the Department of Water Affairs and Forestry Act, 1994 Ref: ISBN0621-16296-5.

### 7.9. Hazardous substances

If there is a product that is classified as a hazardous substance, then safety brochures must accompany delivery, in accordance with the Occupational Health and Safety Act (OHSA), Act 85 of 1993 section 10 and 11.

### 7.10. Environmental Requirements:

The *Contractor* will be required to ensure that the following environmental requirements are complied with at all times:

1. Zero liquid effluent discharge.
2. No chemicals will be dumped into the station drains or on the premises.
3. No oil or waste will be dumped on an unauthorised area or unlicensed waste site.
4. Asbestos will be handled and stored according to Act 15 of 1973 (hazardous substances Act).
5. No materials or waste will be burnt on site. Hazardous substances shall be handled and stored according to the hazardous substances Act no 15 of 1973. No effluent shall be discharged into the public streams.
6. Contractor's activities/ services shall be carried out as per procedure: Tutuka Environmental Procedure for Contractors, ref number: 55-PA\*021.

### 7.11. Accommodation:

The *Employer* does not supply accommodation. The *Contractor* must provide accommodation for *his/her* employees and costs for this must be included in the contract prices.

### 7.12. Messing Facilities:

The *Contractor* shall be entitled to utilise the *Employer's* messing facilities available at Tutuka Power Station on site.

The *Contractor* shall however arrange for his staff's own meal tickets. The *Contractor* shall pay the existing rate applicable for such messing facilities.

### 7.13. Medical Facilities:

Minor First Aid requirements should be provided by the *Contractor*. Should these prove to be inadequate, for example in the event of a major injury, the *Employer's* Medical Centre and facilities will be available.

The *Employer* shall be entitled however to recover the reasonable costs incurred in respect thereof from the *Contractor/Sub-contractor*.

The *Employer's* Medical Services for after hours will only be available for major injuries and life-threatening injuries.

### 7.14. Scrap Removal

Scrap bins will be provided at set points. These are for scrap metal only and not for cement or any other form of debris. Scrap metal and rubber are stored in two different locations – please take note.

### 7.15. Irregularities

In accordance with Eskom's Directive "ESKADABK9 - Protecting Disclosure of Crime and Irregularities in the Workplace", you are encouraged to report any crime and irregularities in accordance with the provisions of the Protected Disclosures Act 26 of 2000 as follows:

1. You may direct any concerns or process related queries, in writing, to the Tutuka Power Station Manager.
2. Kindly include the following information with your concerns:
  - 2.1: Enquiry or Purchase orders number (if available).
  - 2.2: Date of enquiry or purchase order.
  - 2.3: Name of person or buyer.
3. Contact details of the Power Station General Manager is as follows:

Tutuka Power Station  
 General Manager  
 Mr. Sello Mamejja  
 Private Bag X2016  
 STANDERTON  
 2430 Mpumalanga  
 Fax: 017 749 5700

4. Alternatively, to disclose any concerns or process related queries you may contact:

Eskom's Corporate Investigations and Security  
 Phone toll free: 0800 11 27 22  
 Speak to a person: (011) 800 4444  
 Via the Internet: ciands@eskom.co.za

All information will be handled and dealt with extreme confidentiality.

### 7.16 Abuse of alcohol and/or intoxicating substances

The *Employer* will test the *Contractor's* employees for being under the influence of alcohol and/or intoxicating substances on an ad hoc basis. Please inform your employees that such behaviour is in contravention of the Occupational Health and Safety Act and your contract with the *Employer*.

Should this behaviour persist, you will leave the *Employer* with no other alternative but to review this contract.

Your co-operation in this regard is highly appreciated.

### Ethical principles & Eskom values

#### Ethical principles

*Eskom's Business Conduct Policy* is based on the following ten ethical principles:

- a) Perform your duties with honesty, integrity and to the best of your ability. Do not allow anyone to be misled. Communicate openly and honestly and demonstrate a sense of purpose and a commitment to achieving the optimum outcome, even under adverse conditions.
- b) Treat people with fairness, courtesy and sensitivity with respect to their rights. Have respect for diversity.

- c) Accept accountability for your actions and decisions.
- d) Behave in a way that is above reproach.  
Comply with all the rules, procedures and regulations that apply to *Eskom*, its systems and the way *Eskom* conducts its business.
- f) Use information obtained from *Eskom* only for the purpose for which it is intended.
- g) Treat the assets and property of *Eskom*, its employees, its customers and its suppliers with the same respect as if it were your personal property. Do not waste *Eskom's* resources, including time.
- h) Share and declare any information you may have about personal or corporate conflict of interests. All declarations about conflict must be made in writing.
- i) Refuse any gift that could be regarded as an attempt to exert undue influence on you.
- j) Challenge others if they are acting in an unethical way, report behaviour in conflict with this code and do not tolerate any form of retribution against those who speak up.

Eskom values

Definitions:

**Integrity: To constantly act in a manner that promotes trust, dependability, and a commitment to honesty at all times.**

***Description of Behaviours and Attitudes:***

- Delivering on our promise
- We fully subscribe to operating within the laws of the country and Good Corporate Governance
- Rules apply equally to all
- Zero tolerance for dishonesty
- Challenge dishonest behaviours

**Customer Satisfaction: to provide service excellence that exceeds our customers' expectations.**

***Description of Behaviours and Attitudes:***

- Consistent and reliable quality delivery
- Fanaticism of response
- Always keeping your customers informed
- Being open and honest with your customers
- Recognize and support the importance of the value chain that we are part of

**Excellence: To continuously strive to be the best through exceptional performance that exceeds expectations**

***Description of Behaviours and Attitudes:***

- Exceeding expectations by beating set targets
- Continuous improvement (improve on set targets, improve expertise)
- The ability to admit mistakes
- Taking accountability on responsibility for own actions
- Effective application of policies and procedures

**Innovation: To foster an environment that nurtures innovative people and**

**creative solutions*****Description of Behaviours and Attitudes:***

- Create solutions for customers through improving ways of DOING THINGS
- Having an open-mind, creating a culture where innovation IS REWARDED
- Using creativity in support of innovation
- Allow people to constructively challenge the status quo
- Freedom within the constraints of best practice always in THE INTEREST of the company.

**7.17. Assessment and Invoicing**

To enable payment, the *Contractor* must ensure to conform to the following:

- An official **4500**..... Order Number is available **BEFORE** commencing of work.
- An assessment is jointly completed by the *Project Manager / Employer's Representative* and the *Contractor* and that they are in agreement on at least the following:
  - \* Completed scope
  - \* Completed quantity
  - \* Value of work completed
- Preparation of an invoice in accordance with the assessment and submit to [invoiceseskomlocal@eskom.co.za](mailto:invoiceseskomlocal@eskom.co.za). A copy of the invoice may be forwarded to the end-user.

## C4: Site Information

Site Information is information about the *site* at the time of tender which the tendering contractor needs to allow for in his rates and Prices.

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

#### **1. Access limitations**

- Traffic flow – Ash removal trucks
- Ash dust working on the live operation
- Lime dust during delivery of lime
- Access restriction on coal pier 7 during decommission
- Washing of the plant during execution of works (earthworks).

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

- Dampness on the ground
- Damming of water on or near construction site

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

- Possibility of underground services (Sewage, drainage system etc) that would require underground service scanning

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

- Decommission will done on coal pier 7
- Construction works will be done between coal pier 9&10 and oversilo 6A/B