



NEC3 Engineering and Construction

Short Contract (ECSC3)

A contract between Eskom Holdings SOC Limited

and

for **Provision of reclosers installation services within the Limpopo Operating Unit over a period of 36 months on an “as and when” required basis**

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Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (January 2009 amendments)

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Enquiry Number:

59 CON 1730

Documentation prepared by:

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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:

Provision of Reclosers installation services within the Limpopo Operating Unit over a period of 36 months on an “as and when” required basis.

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 Rates exclusive of VAT is	As per the schedule of rates
Value Added Tax @ 14% is	Rates only
The offered total of the Prices inclusive of VAT is	N/A

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:**

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Note: No alternative tender offers will be accepted or evaluated.

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 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

Eskom Holdings SOC Limited

Name &
signature of
witness

Date

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
ofName &
signature
of witness

Date

Eskom Holdings SOC Limited

C1.2 Contract Data**Data provided by the *Employer***

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Limited (reg no: 2002/015527/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 8111
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ¹ is (Name):	Sylvia Maluleke
	Address	90 Hans van Rensburg Street, Polokwane
	Tel No.	015 299 0035
	Fax No.	086 663 5550
	E-mail address	malulesw@eskom.co.za
11.2(11)	The <i>works</i> are	Provision of Reclosers installation services within the Limpopo Operating Unit over a period of 36 months on an "as and when" required basis
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	name of site where the project is to be executed as per the issued task order
30.1	The <i>starting date</i> is.	To be Advised
11.2(2)	The <i>completion date</i> is.	To be Advised
13.2	The <i>period for reply</i> is	One (1) week (5 working days)
40	The <i>defects date</i> is	Fifty two (52) weeks after completion.
41.3	The <i>defect correction period</i> is	Fourteen (14) Days
50.1	The <i>assessment day</i> is the	On Completion of the <i>works</i> as defined by the Task Order
50.5	The <i>delay damages</i> are	Work completion late finish: R2 000 per day
50.6	The retention is	0%

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

51.2	The interest rate on late payment is	0.5% per complete week of delay
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the applicable "Format ECSC3" policy available on http://www.eskom.co.za/live/content.php?Item_ID=9248
82.1	The <i>Employer</i> provides this insurance	as stated for "Format ECSC3" available on http://www.eskom.co.za/live/content.php?Item_ID=9248 (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	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)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	The person selected from the Eskom Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of the Joint Civils Division of the South African Institution of Civil Engineering. (See www.jointcivils.co.za)
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	To Be Advised
	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 <i>conditions of contract</i> are the NEC3 Engineering and Construction Short Contract (June 2005)² and the following additional conditions Z1 to Z13 which always apply:		
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its	

² State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from either Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or SAICE.

present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry and the Electricity Distribution 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 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 2003 (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	<i>Employer's limitation of liability; Add to clause 80.1</i>
Z9.1	The <i>Employer</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> 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 judicial management order granted against it.
Z11	Addition to Clause 50.5
Z11.1	If the amount due for the <i>Contractor's</i> payment of <i>delay damages</i> reaches the limits stated in this Contract Data (if any), the <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Works.
Z12	IC's must be submitted 5 days after energising, failure to do so will result in penalties being applied as per the delay damages in clause 50.5
Z13	Penalties
Z13.1	If meters are mislaid on a project, the Contractor must immediately notify the Employer of the loss. The Contractor will be liable to the Employer for all meters that are mislaid or lost on the project. The Employer will deduct an all-inclusive penalty of R 2000.00 (excluding VAT) per meter from the payments due and / or retentions held.

Annexure A: Insurance provided by the Employer

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/live/content.php?Item_ID=9248

Annexure B: The *Employer's* Panel of Adjudicators

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

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

Information about the Panel and appointment of the selected Adjudicator is available from Eskom Supply Chain Operations management, by contacting Mokgadi Seakamela on 011 800 6367 or [seakamma@eskom.co.za] or Marumo Lekoto on 011 800 5383 or [LekotoMH@eskom.co.za]

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

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

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

10.1 The *Contractor* is (Name):

Address

Tel No.

Fax No.

E-mail address

63.2 The percentage for overheads and profit **10%**
added to the Defined Cost for people is

63.2 The percentage for overheads and profit **10%**
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 **As per the rates schedule**

³ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

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.

All queries will only be answered in writing, through the Employers representative (Buyer) responsible for issuing the enquiry

The bill of quantities forms part of and must be read in conjunction with the specifications and Scope of Works which contains the full description of the work to be done and material and equipment to be used. Unless otherwise description in the bill of quantities, reference should be made to the specification for the full meaning of the description of work to be done and materials and equipment to be used in this service

The total tender price in the tender form shall constitute the contract price of the successful Tenderer. Tenderers are advised to check their item extensions and totals additions.

No alterations, erasure or addition is to be made in the text of the bill of quantities and or unit of measure. Should any alteration, erasure or addition be made it will not be recognised but the original wording of the bill of quantities will be adhered to. The unit of measure stipulated in the Bill is to be used to determine a rate.

The bill of quantities of the successful Tenderer will be checked and the *Employer* reserves the right to call for adjustments to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered.

The responsibility for accuracy of the quantities written into the bills remains with the person who prepared the bill. The Tenderer shall be relieved of responsibility of measuring quantities at the tender stage. The tender sum submitted shall be in respect of the quantities set out in the bills and the Tenderer will be required to make his assessment of items such as brackets, fixing, etc., from details stated in the bills and shall include in the item prices for such small installation materials as required for the complete installation in accordance with the specification. Conductor price shall include for the wastage and sagging.

All price entered in the bill of quantities shall include for the supply (inclusive of any taxes, duties and fees which may be applicable), installation, testing, and commissioning, guarantees (with free maintenance during the guarantee period) and profit, but EXCLUDING VAT

The successful Tenderer and the *Employer* or his representative may agree that the total of any bill, including any variations by way of additions thereto or deductions there from, represents a fair accurate quantification of the items set out in the bills and the parties may agree to final payment on that basis. In the event of any dispute as to the quantities, the disputed item or items shall be adjusted where necessary.

The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting in position, all installation materials and

sundries, cutting and waste, sagging, patterns, models and templates, plant, temporary works, return of packing's, establishment charges, profit and all other obligations arising out of the condition of contract.

All provisional sums shall be expended as directed by the *Employer* and any balance remaining shall be deducted from the amount of the contract sum.

All items described as 'Rate only' shall be measured as executed and paid for according to the price. No work for which "Rate only" items are provided shall be commenced without written instructions from the *Employer*.

Unless a separate rate for the supply and for the installation of any item is specifically called for the supply and installation cost of any item shall be fully included in the price.

It is a requirement of the contract that the work shall be carried out in the manner, which is most economical on materials. Unless otherwise indicated by the *Employer*, the tendering *Contractor* is required to use the shortest practical route for all conductors subject to restrictions of the specification and good electrical practice.

The quantities in the bill of quantities are not to be used for ordering materials only upon written instruction from *Employers Representative*

All measurements are Nett and Tenderers must allow for wastage in the item rate submitted

1. Reclosers installation price list

RECLOSERS INSTALLATION 2014-17				
Item	Description	Unit	Dismantle 11-33kV dead condition	Install 11-33kV dead condition
1	Preliminary & General			
1.1	Overheads for project (This includes paperwork, office overheads, telephone calls etc) (% of labour cost)	%		
1.2	Safety allowance for project including contract specific risk assessment (% of labour cost)	%		
	Delay damages			
1.3	Due to the employer for the late start of outage or cancellation	Day		
1.4	Due to the contractor for the late start of outage or cancellation	Day		
2	Digging Holes for Poles or Stays			
2.1	Soft Soil	ea		
2.2	Hard (Auger drill) * PC to approve prior using an Auger drill	ea		
2.3	Rock drilling * PC to approve prior using a Rock Drilling machine	ea		
2.4	Jack Hammer Hole Complete (Must be supported with a site instruction)	ea		
2.5	Compressor complete/day (Must be supported by Site instruction)	day		
	<i>Note: Holes to be to dimensions as per ESKOM specification</i>			
3	Wooden / Concrete Poles			
	<i>The assembly portion of this rate includes planting and compacting of the pole. The disassemble portion includes backfilling of hole, remove the pole and deliver it to stores. Transport is excluded)</i>			
3.1	7m concrete & wood	ea		
3.2	9 to 11m concrete & wood	ea		
3.3	12 & 13m concrete & wood	ea		
3.4	14 & 15m concrete & wood	ea		
3.5	16 & 18m concrete & wood	ea		
3.6	20m and up concrete & wood	ea		

3.7	Live Line Pole Replacements including all accessories and transport from one pole to the next. (exclude pole top inspection and excavation)	ea		
4	MV Structures			
	<i>The rate excludes the cost of Excavation, dressing and Stays but all other costs are included (that is assembly)</i>			
4.1	Phase/phase Structures:			
4.1.1	Staggered Verticals, Verticals (strains with all angle deviations and terminals)	structure		
4.1.2	H-poles and Cross-arms (intermediates and strains with all angle deviations and terminals)	structure		
4.1.3	T-Frame / Steel X-arms (intermediates and strains with all angle deviations and terminals)	structure		
4.2	3 Phase Structures			
4.2.1	Staggered Verticals, Verticals (strains with all angle deviations and terminals)	structure		
4.2.2	Delta (intermediates, no deviations)	structure		
4.2.3	Delta / Steel x-arms (strains, intermediates, terminals - all angle deviations)	structure		
4.2.4	Delta / Wood x-arms (strains, intermediates, terminals - all angle deviations)	structure		
4.2.5	H-poles and Cross-arms (intermediates and strains with all angle deviations and terminals)	structure		
4.2.6	Trips (strains all deviations)	structure		
5	MV Stays complete			
	<i>(Incl backfilling but excluding excavations)</i>			
5.1	A. 1 Off Conv Anchor	ea		
5.2	C. 1 Off Flying Stay	ea		
5.3	E. 1 Off strut pole 9m & 11m excl. excavation	ea		
5.4	I. 1 Off rock anchor	ea		
5.5	K. 1 Off comb anchor/strut	ea		
6	LV Structures			
6.1	ABC Single phase (Suspension, Terminal, Strain, Intermediate etc)	structure		
6.2	ABC Dual phase (Suspension, Terminal, Strain, Intermediate etc)	structure		
6.3	ABC Three phase (Suspension, Terminal, Strain, Intermediate etc)	structure		
7	LV Stays complete			
	<i>(Incl backfilling but excluding excavations)</i>			
7.1	A. 1 Off Conv Anchor	ea		
7.2	C. 1 off Flying Stay	ea		
7.3	E. 1 Off strut pole 7m & 9m	ea		
7.4	I. 1 Off rock anchor	ea		

7.5	K. 1 Off comb anchor/strut	ea		
8	Miscellaneous (To be claimed only as single items and not to make up a set/ structure)			
	<i>The rates exclude the cost of excavation and stays, but all other costs are included</i>			
8.1	JB02 box	ea		
8.2	JB06 box	ea		
8.3	MD 3 box	ea		
8.4	Magnifix Panel	ea		
8.5	Ring Main Unit	ea		
8.6	Install new Single phase pre-wired meter kiosk, cable & connections	ea		
8.7	Repair existing Single phase pre-wired meter kiosk, cable & connections	ea		
8.8	Install new Dual phase pre-wired meter kiosk, cable & connections	ea		
8.9	Repair existing Dual phase pre-wired meter kiosk, cable & connections	ea		
8.10	Install new Three phase pre-wired meter kiosk, cable & connections	ea		
8.11	Repair existing Three phase pre-wired meter kiosk, cable & connections	ea		
8.12	LPU Metering Panel - Indoor	ea		
8.13	LPU Metering Panel - Outdoor	ea		
8.14	Repairing trenching, driveways and paving with appropriate material			
8.14.1	Asphalt	m		
8.14.2	Paving	m		
8.14.3	Concrete	m		
8.15	Lay pitch fibre piping, 100mm, 3m lengths	ea		
8.16	Post Insulator	ea		
8.17	Longrod Insulator	ea		
8.18	Birdflap Divertors	ea		
8.19	Vibration Dampers	ea		
8.20	10KA - 25KA Circuit Breakers - Single Pole	ea		
8.21	10KA - 25KA Circuit Breakers - Triple Pole	ea		
8.22	ABC Midspan Joint 35mm ² (2 core)	ea		
8.23	ABC Midspan Joint 35mm ² (3 core)	ea		
8.24	ABC Midspan Joint 35mm ² (4 core)	ea		
8.25	ABC Midspan Joint 70mm ² (4 core)	ea		
8.26	MV Midspan joint per phase	ea		
8.27	Insulator /Conductor Assembly (all configurations)	ea		
8.28	Top groove Tie	ea		
8.29	Side groove Tie	ea		
8.30	Transformer Mounting	ea		
8.31	Voltage Transformer Mounting	ea		
8.32	Pole Mounted Drop-out fuse	ea		
8.33	Surge Arrestor	ea		

8.34	Wooden X-arm eyebolt - Strain / terminal / suspension	ea		
8.35	Strain / terminal / suspension / take-off assembly	ea		
8.36	3 Phase LV fuse holder	ea		
8.37	Dual phase LV Fuse holder	ea		
8.38	Single Phase LV Fuse holder	ea		
8.39	Pole Mounted SPU or LPU	ea		
8.40	Ground Mounted SPU or LPU	ea		
8.41	Unwired boundary box	ea		
8.42	Wraprot protector	ea		
8.43	Anti-Climbing Device (pole)	ea		
8.44	Anti-Climbing Device - outside of lattice structure	ea		
8.45	Anti-Climbing Device - inside of lattice structure	ea		
8.46	1-4 Way box	ea		
8.47	5-8 Way box	ea		
8.48	Numbering of Transformer / Recloser	ea		
8.49	HV / LV Pole Numbering (Tag, punch, install / paint)	ea		
8.50	CT/VT Unit Installation - Out of Line	ea		
8.51	CT/VT Unit - Section Links	ea		
8.52	Tri-Switch Installation	ea		
8.53	Recloser Installation - Out of Line	ea		
8.54	Link assembly installation	ea		
8.55	Steel Cross Arm	ea		
8.56	Steel T-Frame	ea		
8.57	Pole Top Inspection	ea		
8.58	Strain Insulator	ea		
8.59	Intermediate Insulator	ea		
8.60	Eye Bolts	ea		
8.61	Suspension Clamp	ea		
8.62	Ball Clevis	ea		
8.63	D-Shackle	ea		
8.64	Armor Rod	ea		
8.65	Dead End	ea		
8.66	Socket Tongue	ea		
8.67	Replace Missing or rotten split pin	ea		
8.68	Single/Intermediate Pole Replacement	ea		
8.69	Replacement on one leg "H" pole structure	ea		
8.70	Replace H Pole Structure	ea		
8.71	Replace jumpers	ea		
8.72	Sagging repair per span per phase	ea		
8.73	Repair conductor with sleeve	ea		
8.74	Dropout fuse link	ea		
8.75	Lugs	ea		
8.76	Lugs for LV	ea		
8.77	Non tension joints	ea		

8.78	T-piece	ea		
8.79	Tension joints	ea		
8.80	Bus bar tee off connection	ea		
8.81	Stringing new lines under energised line (per phase)	ea		
8.82	Stringing new lines over energised line (per phase)	ea		
8.83	Mounting of cross arm 2.4m - 4.5m	ea		
8.84	Mounting of cross arm 7m	ea		
8.85	Construction of closing span	ea		
8.86	Pole dressing/pole	ea		
8.87	Side Ties	ea		
8.88	Bonding Strain and Cross-arms including Hook on / Hook off of strain insulation	ea		
8.89	Bonding Poles (including intermediate)	ea		
8.90	Remove arching horns	ea		
8.91	Strut / Stay Wire	ea		
8.92	Guy Grips	ea		
8.93	Spindle	ea		
8.94	800kV meterbox	ea		
8.95	Pole Straightening X/Arm assembly (all inclusive)	ea		
8.96	H & Strain Pole straightening x/arm assembly (all incl)	ea		
8.97	Changing of poles - MV live, LV dead	ea		
8.98	Treatment on Tower footings (No concrete base) - All inclusive including material	ea		
8.99	Treatment on Tower footings (concrete base) - All inclusive including material	ea		
8.100	Rehabilitation of site	item		
9	Stringing			
9.1	Stringing of MV Bare (Fox, Mink, Hare, Oak, Squirrel, Pine, Magpie 35) conductor per phase	m		
9.2	Stringing of HV Bare conductor per phase	m		
9.3	35 mm sq ABC	m		
9.4	70 mm sq ABC	m		
9.5	Airdac	m		
9.6	Rolling of all conductor onto rolls by the contractor	m		
10	Transformer, Recloser and Meter Units Installation			
	<i>Excludes LV & MV earthing & trenches and but includes testing complete</i>			
10.1	Single Pole Transformer	ea		
10.2	Single Pole Recloser	ea		
10.3	2 Pole Transformer	ea		
10.4	2 Pole Recloser	ea		
10.5	5 Pole Transformer	ea		

10.6	5 Pole Recloser	ea		
10.7	Meter Unit Installation Complete (Single, Dual, Three-phase)	ea		
11	Mini Subs			
	Mini Sub installation excluding terminations and LV & MV earthing, plinth, excavation and testing complete:			
11.1	Installation	sum		
11.2	200kVA	ea		
11.3	315kVA	ea		
11.4	500kVA	ea		
12	Earthing			
	Earthing in soft soil:			
12.1	MV Earthing complete incl. trenching & earth spikes complete- 500mm deep	ea		
12.2	MV Earthing complete incl. trenching & earth spikes complete- 1000mm deep	ea		
12.3	LV Earthing complete incl. trenching & earth spikes complete- 500mm deep	ea		
12.4	LV Earthing complete incl. trenching & earth spikes complete- 1000mm deep	ea		
	If additional earthing is required, the following rates will apply after a site instruction has been issued by the PC			
	<i>Includes Trenching & Backfilling</i>			
12.5	Trenching for earthing 1m deep - Soft	m		
12.6	Trenching for earthing 1m deep - Hard	m		
12.7	Installation of earth spike only - Soft	ea		
12.8	Installation of earth spike only - Hard	ea		
	Earthing in Hard rock to be claimed as a compensation event			
12.9	Test MV & LV Earthing after installation	ea		
13	Cables and Trenching			
13.1	Cables laid in ground 16 x 2	m		
13.2	Cables laid in ground 25 x 4	m		
13.3	Cables laid in ground 35 x 4	m		
13.4	Cables laid in ground 70 x 4	m		
13.5	Cables laid in ground 120 x 4	m		
13.6	Cables laid in ground 240 x 4	m		
13.7	Excavate for trench (600 - 1200mm) incl. backfilling - Soft	m		
13.8	Excavate for trench (600 - 1200mm) incl. backfilling - Hard	m		
13.9	Trench Covers	m		
13.10	Water drain channel	m		
13.11	Cable NECRT Cover	m		

13.12	Cable Tray and Supports			
13.13	Install danger tape			
14	11/22kV Cable Joints & Terminations			
14.1	Up to 50mm sq - Termination	ea		
14.2	Up to 50mm sq - Joint	ea		
14.3	Up to 120mm sq - Termination	ea		
14.4	Up to 120mm sq - Joint	ea		
14.5	>120mm sq - Termination	ea		
14.6	>120mm sq - Joint	ea		
15	Labelling			
15.1	Overhead and Cable Networks Labelling			
	<i>Labels include labels as described under 4.6.3 of ASAANO "Standards for the Labelling of Substations and Networks"</i>			
15.1.1	Operating Points Label	ea		
15.1.2	Pole Structure numbering	ea		
15.1.3	Network labels	ea		
15.1.4	Line Crossing labels	ea		
15.2	Mini Sub and RMU Labelling			
	<i>Labels include labels as described under 4.7.3 of ASAANO "Standards for the Labelling of Substations and Networks"</i>			
15.2.1	Mini Subs	ea		
15.2.2	Distribution Box	ea		
15.2.3	Circuit Breaker	ea		
15.2.4	Cables terminated onto or from overhead lines	ea		
15.2.5	Cable Route markers	ea		

All transport to be negotiated, agreed and signed off between contractor and Eskom representative before commencement of Task Order, this will be done in writing and no payment for transport will be approved or processed without this documentation.

2. Compensation Price List:

The Contractor to provide the Employer with a **list of their latest day work rates** (exclusive of overhead charges and profit / mark-ups) for all resources i.e. hourly rate for labour of various persons required on site and the rates for plant/vehicles to be utilized (usually hourly rates).

These rates shall be utilized by the Employer for the valuation of extra work which cannot conveniently be valued at the rates submitted in the Pricelist. The Contractor to fill in and submit the list of rates at tender stage or his/her tender may be rejected as being incomplete. Payment for additional work will be processed only when approval has been requested by the Contractor, prior to implementation of the works. The Clerk of Works will verify the Labour and Plant used on site and cost accepted by the Employer after correlating with these rates.

The Price List is as follows:

Description	Unit	Rate
Skilled Labour	Hour	
Semi-skilled Labour	Hour	
Unskilled Labour	Hour	

CONTRACTOR:

.....
PRINT NAME

.....
SIGNATURE

.....
DATE

C3: Scope of Work

C3.1 Works Information

1. Description of the works

The scope of work for recloser's services is standard throughout the Limpopo Operating Unit and was compiled by Project Execution department and was stated as follows:

Field Services (CNC) and Plant have identified different feeders where Asset Creation needs to install reclosers so as to improve plant performance.

Based on the requirement, a detailed scope of work will be issued to the contractor with each Task Order.

2. Drawings

Drawing number	Revision	Title
		DRAWINGS WILL BE AVAILABLE FROM THE PROGRAMME MANAGER

Access to the Eskom Web Page

All contractors must make sure that they can access Eskom Web page at any given time to get the latest drawings and specifications before commencement of any task. Web Access applications can be done through the assistance of Brenda Morrison @ 011 629 5266 or MorrisEF@eskom.co.za

Acknowledgement of Web Access/and or application for Web Access

Ido hereby acknowledge having/applied for access to the Eskom Distribution Website with all Distribution Procedures, Standards and Drawings as they will be listed in the index of the Task Order documents.

I undertake to study and abide by these requirements at all times. If for any reason I cannot access or open any of the files on the web, I will contact the *Employer* immediately.

Contractors Signature:

Signed at: on the day of








3. Specifications











Title	Date or revision
General Specifications:	
Health and Safety requirements	Latest
Environmental requirements	Latest
Site regulations and access control	Latest
Waste Management Procedure	Latest
Recommended Herbicides	Latest
Herbicides Management	Latest
PROCEDURE FOR CLEARING VEGETATION AND MAINTENANCE WITHIN OVERHEAD POWERLINES	Latest
LOCAL STANDARD FOR THE OPERATING OF HIGH CUTTER / CHAIN SAW	Latest
Eskom Distribution Standard	Latest
Technical Bulletins As issued by Eskom's Distribution Technology, Limpopo O.U. Copies of the relevant Bulletins are available on request.	Latest
Environnemental Management Environnemental Management Programme (EMP) Procédure SHEQ Policy	Latest
Quality Quality Requirements for the Procurement of Assets, Goods & Services	Latest
Safety Occupational Health and Safety Requirements to be met by Contractors and Subcontractors Employed by Eskom. Co-ordination of Safety on Capital Projects Standard applicable to Contractors working in Close Proximity to Live Apparatus	Latest
Management of Substance Abuse	Latest
Business Conduct Suspending Suppliers from Eskom's Supplier Lists Eskom Business Conduct Policy and Guidelines Declaration of Conflict of Interest Copies of the abovementioned documents are not attached but are available from Eskom's Tender Advise Centre, Martha Makhuvela (015) 299 0223	Latest
Technology & Quality Engineering Instruction : Generic Stubby Line	Latest
Authorisation of contractors / Eskom staff	Latest

Standard for a fall arrest system Procedure for using a fall arrest system Specification for a fall arrest system	Latest
Checklist of Eskom Qualified Suppliers List of Eskom Qualified Suppliers	Latest
CONTRACT SPECIFICATION FOR VEGETATION MANAGEMENT SERVICES ON ESKOM NETWORKS	Latest

The attached documents form part of this legal binding contract, the *Contractor* confirms that he has familiarized himself with all the embedded documents from 1 to 17 as indicated.

Do not print and send them when returning this contract

<u>No</u>	<u>UNIQUE IDENTIFIER</u>	<u>REVISION</u>	<u>DOCUMENT TITLE</u>
1	32 - 727	0	SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ) POLICY 32-727  1_Eskom SHEQ Policy 32-727.pdf
2	32 - 136	0	CONSTRUCTION SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT  2_Construction Safety Health and En
3	32-524	0	DEVELOPING A SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATION  3_Developing a Safety, Health and En
4	34 - 333	1	HEALTH AND SAFETY REQUIREMENTS TO BE MET BY PRINCIPAL CONTRACTORS EMPLOYED BY ESKOM DISTRIBUTION 34-333  4_Health and Safety Requirements to be n
5	32 - 421	1	ESKOM CARDINAL RULES 32-421  5_Eskom Cardinal Rules (32-421).pdf
6	CONSTRUCTION REG 3		NOTIFICATION OF CONSTRUCTION WORK TO DEPARTMENT OF LABOUR  6_Notification of Construction Work to
7	CONSTRUCTION REG 4 & 5		APPOINTMENT LETTERS FOR CLIENT REPRESENTATIVE, PRINCIPAL CONTRACTOR & CONTRACTOR  7_Appointment letters for Client repr
8 & 9	OHS ACT		WRITTEN AGREEMENT ON OHS ACT SECTION 37(2) & STANDARD CLAUSE

			 8_Written agreement on OHS A  9_Standard clause Eskom Contracts Sect
10, 11 & 12	34 - 1063	0	EXPANDED PUBLIC WORKS REPORT 34-1063.  10_34-1063 EPWP Works Instruction.pdf  11_EPWP Guidelines Second edition 2005.  Eskom EPWP report template rev 7.xlsx
13	<u>DST 34-961</u>	0	LEGAL APPOINTMENTS AND AUTHORIZATIONS  13_Legal Appointments and Au
14	TPC 41-55		TRANSPORTING PERSONS ON BACK OF VEHICLES  14_Transporting of Passengers on the ba
15	LTIR	MASTER	LOST TIME INJURY REPORT  LTIR Master.xls
16	Contractor Performance Evaluation	MASTER	 PA - Contractors.xlsx
17	Supplier Contract Quality Requirements	MASTER	 QM-58 Supplier Contract Quality Req

Acknowledgement by Contractor

I/WE, DO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE ABOVE ANNEXED DOCUMENTS FROM 1 TO 17 IN PART **C3** OF THIS CONTRACT.

I/WE UNDERTAKE TO STUDY AND ABIDE BY THESE REQUIREMENTS AT ALL TIME.

SIGNED AT: ON THE DAY OF20.....

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

4.1 Environmental Legislation Requirements

The contractor shall adhere to all requirements of, but not limited to the following legislation during the period of this contract:

- National Forests Act 84 of 1998, Provincial Legislation – Protected Trees.
- Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947 – Pest Controllers, Herbicides Applicators.
- Occupational Health and Safety Act 85 of 1993, Machinery Regulations 2006 – Clearances to Power Lines
- Forest Act 122 of 1984 Section 15 - Nature Reserves and Wilderness Areas
- Limpopo Environmental Management Act No. 7 of 2003 – Protected Trees (If applicable)
- The National Environmental Management Act (Act 107 of 1998).
- The National Environmental Management: Waste Act 59 of 2008
- The National Environmental Management: Waste Act 59 of 2008
- Conservation of Agricultural Resources Act

All environmental legal Liabilities and claims arising from the negligent activities of the Contractor shall be for the Contractors expense.

4.2 Quality Plan

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

4.3 Access to the site

- The Employer will provide the Contractor with an Access Certificate to formally provide access to the site and works implementation.
- The Contractor shall ensure that he is familiar with conditions of access roads and sites as well as subsurface conditions prior to tendering and to include this in his pricing.

4.4 Interaction with Customers / Parties affected

- The Contractor shall be responsible for negotiation with customers with regard to use of access routes on farms etc.
- The Contractor will be responsible for negotiation with land or business owners and / or the Local Authority with regard to the works.
- The Contractor will be responsible for external disputes which may occur with regard to the works.
- The Contractor is required to make all the necessary arrangements with the Local Authorities for road crossing structures and removal thereof, eg. Removal of pavements, thrust boring under roads, way leaves, etc.

4.5 Carrying out the works

- The Scope of "Works" is an extension of the drawings, specifications and bills of quantities listed. The Contractor shall notify the Employer of any discrepancies before commencement of the works
- The onus is on the Contractor to obtain the latest revision of standards applicable.
- The Contractor is required to supply all material, labour, plant, equipment, loose tools, consumables and transport for the duration and completion of the project unless alternatively requested in the "Services Supplied".
- Contractor to provide summary of all costs for the execution of the works of the complete project.
- The Contractor must immediately notify the Employer in writing of scope and site variations.

- The Contractor will report all obstacles on site that could impact negatively on time and cost in writing to the Employer.
- Contractor to clear and de-establish total site on completion of proposed works.
- Contractor is required to clear and cart away rubble and surplus works

4.6 Payment

- The Contractor will submit his claim as per the NEC Payment Certificate format as attached to this contract with supporting Bill of Quantities on the assessment day. The Contract Number must be clearly visible on the NEC Payment Certificate.
- The Employer will assess Payment certificates on actual work completed. Any possible issues regarding the claim will be addressed by the Employer to the Contractor.
- On acceptance of the Payment Certificate by the Employer the Contractor submits his invoice as agreed upon with the Employer. Payment will take place as per the NEC3 Conditions of Contract.

4.7 Performance Management

- The Contractor's Performance will be assessed in accordance with a Performance Appraisal Process.

4.8 Health and Safety Management

The Employer's safety officer may at any time enter the premises or site to carry out safety inspections. The safety officer will notify the Contractor or his duly appointed representative of any safety hazards that he may find.

The Contractor is required to comply with the Construction Regulations and the Health and Safety Specification included in this document. An item has been included in the Schedule of Rates to cover this work.

SCSPVABF3 - Occupational Health & Safety Requirements to be met by Contractors and Sub Contractors Employed by Eskom

34-333- Occupational Health & Safety Requirements to be met by Principal Contractors Employed by Eskom Distribution

32-594 - Safety, Health and Environmental (SHE) Policy

DISADABQ9 - Access to Farms

SCSPVABM9 - Co-ordination of Safety on Capital Projects

SCSASAAW8 - Standards Applicable to Contractors Working in Close Proximity to Live Apparatus

In carrying out its obligations to the Employer in terms of this contract; in providing the Works; in using Plant, Materials and Equipment; and while at the Site for any reason, the Contractor complies and procures and ensures the compliance by its employees, agents, Subcontractors and mandatories with:

- the provisions of the Occupational Health and Safety Act 85 of 1993 (as amended) and all regulations in force from time to time in terms of that Act ("the OHSA"); and
- the Eskom "Safety, Health and Environmental Requirements for Contractors" document attached to the Works Information (as amended from time to time) and such other Eskom Safety Regulations as are applicable to the Works and are provided in writing to the Contractor (collectively "the Eskom Regulations"). The Eskom Regulations may be amended from time to time by the Employer and all amendments will be provided in writing to the Contractor. The Contractor complies with the provisions of the latest written version of the Eskom Regulations with which it has been provided; and
- the health and safety plan prepared by the Contractor in accordance with the SHEQ Requirements.
- (The OHSA and the Eskom Regulations are collectively referred to as the "SHEQ Requirements".)

- The Contractor, at all times, considers itself to be the “Employer” for the purposes of the OHSA and shall not consider itself under the supervision or management of the Employer with regard to compliance with the SHEQ Requirements, the Contractor shall furthermore not consider itself to be a subordinate or under the supervision of the Employer in respect of these matters. The Contractor is at all times responsible for the supervision of its employees, agents, Subcontractors and mandatories and takes full responsibility and accountability for ensuring they are competent, aware of the SHEQ Requirements and execute the Works in accordance with the SHEQ Requirements.

The Contractor ensures that all statutory appointments and appointments required by any Eskom Regulations are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties. The Contractor supervises the execution of their duties by all such appointees.

The Employer, or any person appointed by the Employer, may, at any stage during the currency of this contract:

- conduct health and safety audits regarding all aspects of compliance with the SHEQ Requirements, at any off-site place of work, or the site establishment of the Contractor;
- refuse any employee, Subcontractor or agent of the Contractor access to the premises if such person has been found to commit an unsafe act or any unsafe working practice or is found not to be qualified or authorised in terms of the SHEQ Requirements;
- issues the Contractor with a stop order should the Employer become aware of any unsafe working procedure or condition or any non-compliance with any provision of the SHEQ Requirements.

The Contractor immediately reports any disabling injury as well as any threat to health or safety of which it becomes aware at the Works or on the Site to the Project Manager.

The Contractor appoints a person, qualified in accordance with the SHEQ Requirements, as the liaison with the Eskom Safety Officer for all matters related to health and safety, this person shall be contactable 24 hours a day.

The Contractor confirms that it has been provided with sufficient written information regarding the health and safety arrangements and procedures applicable to the Works to ensure compliance by it and all employees, agents, Subcontractors or mandatories with the SHEQ Requirements while providing the Works in terms of this contract. As such, the Contractor confirms that this contract and the relevant Eskom Regulations referred to in this contract constitute written arrangements and procedures between the Contractor and the Employer regarding health and safety for the purposes of section 37(2) of the OHSA.

The Contractor agrees that the Employer is relieved of any and all of its responsibilities and liabilities in terms of Section 37(1) of OHSA in respect of any acts or omissions of the Contractor, and the Contractor’s employees, agents or Subcontractors, to the extent permitted by the OHSA.

The Contractor hereby indemnifies the Employer and holds the Employer harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expense that may be made against the Employer and/or suffered or incurred by the Employer (as the case may be) as a result of, any failure of the Contractor, its employees, agents, Subcontractors and/or mandatories to comply with their obligations in terms of this clause 18, and/or the failure of the Employer to procure the compliance by the Contractor, its employees, agents, Subcontractors and/or mandatories with their responsibilities and/or obligations in terms of or arising from the OHSA.

4.9 Health and Safety Plan:

It is mandatory for the Principal Contractor to submit a Health & Safety Plan to the Employer (client). The Employer will discuss and negotiate with the Principal Contractor the contents of the Health & Safety Plan contemplated in 5(1) of the Construction Regulations and thereafter finally approve the Health & Safety Plan for implementation.

The Principal Contractor must forward their Health & Safety Plan to the Employer's Representative (Programme / Project Manager) within two weeks of contract award or as soon as practically possible after contract award. No work to commence without the prior approval of the Health & Safety Plan.

Any changes to the Contractor's submitted Health & Safety Plan will not result in a compensation event or changes to the contract value.

Typically, the following identified risks could endanger the work as done by the Contractor. The Contractor should identify mitigation actions for these risks, as well as identify any additional risks and submit at tender stage:

TYPICAL RISK	YES/NO
LIVE UNDERGROUND CABLES	
WORK IN LIVE CHAMBERS/RESTRICTED AREAS	
LIVE OVERHEAD CONDUCTORS/CROSSINGS	
CLOSE PROXIMITY WORK TO LIVE EQUIPMENT	
WORK IN ELEVATED POSITIONS/ON LADDERS/FROM CRANE BUCKETS	
OPERATING OF CRANES/VEHICLE MOUNTED	
STATIC ELECTRICITY/INDUCTION , STEP POTENTIAL ETC	
WORK WITH CHAINSAWS/MECHANICAL CUTTERS	
MATERIALS HANDLING/ HEAVY EQUIPMENT HANDLING	
CONDUCTOR STRINGING AND TENSIONING	
VEHICLE RISKS	
WORK IN OPEN TRENCHES/EXCAVATIONS	
BIOLOGICAL/HEALTH RISKS (CAMPS)	
WEATHER RELATED RISKS (UV, HEAT, COLD)	
ENVIRONMENTAL RISKS	
ERGONOMIC RISKS (BODY POSITION, FATIGUE)	
WORK ON/DISMANTLING OF RUSTED & ROTTEN POLES AND STRUCTURES	
FIRE RISKS	
PUBLIC SAFETY RISKS	

4.10 Construction Safety

- The Contractor shall be responsible for ensuring that all equipment supplied and used and all work carried out under this contract shall be in accordance with the Occupational Health and Safety Act (Act 85 of 1993) and regulations remaining in force, as may be amended from time to time.
- In addition, the Contractor shall comply with other Safety application provisions of Government, Provincial, Municipal Safety Laws, Building, Construction, Electricity Regulations and Eskom Distribution Standards.
- The Contractor shall accept full responsibility for the means, methods, sequence or procedures of construction for safety precautions or programmes incident to the work of the contractor.
- The Contractor is required to submit a working methodology statement with regards to the Safety Standards while working within hazardous areas such as live substations or in close proximity of energized apparatus.
- The Contractor shall indemnify the employer and the Engineer against responsibility for safety on the site of the works.
- The Contractor shall enter into an agreement to complete the work required for the construction of the works in accordance with the provisions of all pertinent legislation and in particular with the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and the regulations promulgated there under.
- Reference of the Safety Methodology Statement can be found in the Government Occupational Health and Safety Act (Act 8 of 1993) and Construction Regulations Document which is available publicly.
- The safety of the Contractors personnel and employees acquire precedence over the construction works.
- Contractor to assess and make provision for security services to protect the demolished material should the need arise

4.11 Compensation for Occupational Injury and Diseases Act

- The Contractor shall submit with his tender proof of adherence to the above act.

4.12 General Environmental Management Requirements

- The Contractor shall receive an Environmental Management Plan –EMP (normally as part of the DESD) and must adhere to all its requirements.
- Contractor to provide toilet facilities, water and electricity.
- All environmental legal Liabilities and claims arising from the negligent activities of the Contractor shall be for the Contractors expense.
- The Contractor shall have an understanding of Eskom's basic environmental principles and commitments (covered during Eskom Environmental Law Course)

4.13 Vegetation Management:

The supplier shall ensure:

- That all indigenous and protected trees (in terms of national and provincial legislation) are not cut, trimmed or disturbed without a permit obtained from the relevant authorities (acquired from Eskom Environmental Management Section).
- That permits be available on site where such trees are cut.
- That the owner is consulted, and his/her consent being obtained, prior to the cutting of any trees.

4.14 Waste Disposal

The supplier shall ensure:

- That waste is disposed of on a permitted / legal waste site, for the applicable waste type, in terms of the Environment Conservation Act, 73 of 1989 and the National Environmental Waste Management Act (Act 59 of 2008).
- That a disposal certificate (waste manifest) is obtained, if hazardous waste was disposed-of.
- That where appropriate, waste is recycled or re-used.

4.15 General

- Except for site management and specialised labour such as operators for plant and equipment, the Contractor is encouraged to use "local" labour on a temporary basis for all manual tasks.
- The Contractor will attend all site meetings as arranged by the Employer
- All Construction work shall be carried out in accordance with all the statutory requirements applicable to the area, Eskom's specifications, standards and regulations
- The Contractor will be given access to the proposed site and the Contractor must comply with Eskom's national, Provincial and local environmental policies and laws.
- The onus is on the Contractor to obtain the latest revision of standards applicable.
- The Employer reserves the right to alter the scope of the works and programme.
- The Employer reserves the right to remove certain sections from the detailed scope of works as described in this contract

4.15 Supplying cleaning material

The supplier shall ensure:

- That products sold to Eskom is not in contravention of any international or national environmental treaty, agreement or environmental legislation.
- That products sold to Eskom are biodegradable,
- That material data sheets are provided for all products as well as an assurance letter providing assurance in terms of above two bullets.
- That a service be provided for the re-use or safe disposal of hazardous substances

4.16 Emergency work

The supplier shall ensure:

- That all environmental risks associated with the activity be assessed and documented prior to the execution of the activity.
- Identified environmental risks must be avoided and where it cannot be avoided, be remediated to the satisfaction of Eskom, the landowner, or any relevant Government authority.
- That all environmental incidents and complaints are reported to the project manager within 24 hours.

4.17 Weather Data

No weather data are included in this specifications and the contractor is referred to the Weather Bureau, Department of transport, Private Bag X097, Pretoria 0001.

The contract places the responsibility on the contractor to foresee inclement weather. The contractor shall take into account large variations in the weather patterns. No extension of time will be granted for delays arising out of normal weather conditions

Where the abnormal, unfavourable weather conditions are experienced, an extension of the contract period may be considered by the Employer, as stated in the conditions of contract. No claim for additional Preliminary and General or escalation of the contract price for the extended period will be granted.

4.18 Title to site materials

The Contractor ensures that during the period of procurement and installation, all materials and part of the plant are suitably stored on site in such a manner as to prevent damage by weather, fire, manhandling, corrosion, theft and any other peril. The cost of providing necessary protection, storing, handling and security is borne by the Contractor for the duration of this contract. The Contractor returns all un-used spares to the Employer store.

4.19 Meetings

Regular meetings to be held such as safety and planning meetings, early warning and compensation event meetings every second week

4.20 Use of standard forms

Contracting parties must use NEC3 standard forms available in the Eskom Intranet for the administration of the contract

4.21 Invoicing and payment

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

The Contractor includes the following information on each tax invoice:

- Name and address of the Contractor
- The contract number and title;
- Contractor's VAT registration number;
- The Employer's VAT registration number 4740101508;
- The total Price for Work Done to Date which the Contractor has completed;
- Other amounts to be paid to the Contractor;
- Less amounts to be paid by or retained from the Contractor;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;

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

4.22 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. A site diary will be required.

4.23 Community Involvement

Generally

In all Eskom activities (electrification, customer service, etc.) Eskom involves the community, be it for prioritizing, identifying projects, advice or information.

Contractor must follow the established Eskom methods and channels

Contractor must organise all community meetings in respect of the Project.

This community involvement system must be understood and accepted by the Contractor.

In any activity whatsoever the community by way of its structures (Village representatives, local and district electrification committees) should be notified and involved.

4.24 Implementation of Eskom policy

The following aspects of Eskom's intentions regarding community oriented projects

- Promotion of community participation
- Retention directly and indirectly of a significant portion of capital expenditure within the community
- Development of local entrepreneurs (Contractors)
- Transfer of administrative, managerial and commercial skills

4.25 BBBEE and preferencing scheme

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

4.26 Facilities to be provided by the Contractor

N/A

4.27 Title to material from excavation and demolition

N/A

4.28 Design by the Contractor

N/A

4.29 Requirements for the programme

If required the program will be submitted on or as part of "works order"

•The program for the work must be submitted to the Employers Representative for acceptance two weeks before the commencement of the project. Any variance to the contract should be communicated to the Employer Representative before commencing with the task.

- The required program submitted for acceptance should include the following data:
 - The outage schedule to be approved by relevant stakeholders prior to project execution
 - The starting date
 - Possession dates
 - The completion date
- For each operation, a method statement which identifies the services and other resources which the

4.30 Contractor plan to use

•The key dates for the Employer to provide “services and other resources

•Completion

The works are to be completed in according to specifications in all respects and ready for take – over by the Employer

4.31 Services and other things provided by the Employer

Item	Date by which it will be provided
1. Eskom supplied materials are to be collected from the Eskom Stores. The rest of the material, labour, transport and equipment etc. will be supplied by the Contractor.	As per Task Order
2. The Contractor will be supplied with all the relevant information regarding each individual Task Order.	As per Task Order

4.32 Site Visits

A site diary will be signed by all personnel visiting the site. Deviations will be reported to the Project Manager.

(Eskom personnel will be granted full and unconditional access.)

4.33 Subcontracting

Contractors are requested to submit names of proposed “Subcontractors” to be utilized on this project. Contractors are advised that only Eskom Approved Consultants and Contractors who have completed the necessary Eskom Contractor Training & Accreditation may be used.

Subcontractor	Section of Work to be Subcontracted	Vendor No.

4.34 Life Saving Rules (Refer to the attached document)

Due to the importance to safe life's and apparatus of Eskom it is recommended that if a contractor abuse any Life Saving Rules, all work allocated to the contractor will immediately put on hold until final outcome with investigation. Safety is the combined responsibility of the team and therefore team leader or team will

be punished together. There are five cardinal rules that may not be broken by the Team Leader and his/her team.

The five Eskom Life Saving Rules are as follows:

Rule 1:*Open, isolated, tests, earth, and bond and/or insulate before touch*

Rule 2:*Hook up at height*

Rule 3:*Buckle Up*

Rule 4:*Be Sober*

Rule 5:*Ensure that you have a permit to work*

ACCEPTANCE NOTE

I/WE _____ HEREBY ACCEPT THE ABOVE TERM FOR BREACHING
OF CARDINAL SAFETY RULES.

Contractors Signature:

DATE: / / _____/

4.35 Incidents and Fatalities

Eskom Distribution has an approved procedure which provides employees/contractors with guidance regarding the management of incidents. This is a business procedure that requires all employees/contractors to adhere to and comply with.

Any incident that occurs within the business should be communicated using the Flash report. The Flash report should be completed and reported within 24 hours to the Programme Manager.

C4: Site Information

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

1. Access limitations

The Contractor to be aware of the premises access as per Task Order

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

The Contractor to be aware of the following per Task Order;

Temperatures

Rainfall

Vegetation

Agriculture

Topography

Soil type

3. Hidden and other services within the *site*

The Contractor shall be aware of existing MV infrastructure around the project.

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

The Contractor must familiarise himself with buildings within the project and existing structures.

Guidelines of Compiling an Environmental Policy

Environmental policy

The environmental policy is the driver for implementing and improving the organization's environmental management system so that it can maintain and potentially improve its environmental performance. The policy should therefore reflect the commitment of top management to comply with applicable laws and to demonstrate continual improvement. The policy forms the basis upon which the organization sets its objectives and targets. The policy should be sufficiently clear to be capable of being understood by internal and external interested parties and should be periodically reviewed and revised to reflect changing conditions and information.

Top management shall define the organization's environmental policy and ensure that it:

Top management includes people on site, at head office, or any member of a controlling group designated to be management of the organization.

A site or an operating unit does not need to document its formal adoption of a corporate environmental policy if the corporate policy, as defined by its scope, applies to the site or operating unit. In addition, the corporate policy will need to be adequately specific to the site or operating unit.

If the site or corporate policy is modified to suit the site or operating unit, then these changes must be documented.

4.2a) is appropriate to the nature, scale and environmental impacts of its activities, products or services;

for example, an organization involved in activities with a high environmental risk (for example, scheduled processes) would be expected to provide more specific undertakings in its environmental policy than an organization involved in low risk activities. The environmental policy should also address the different types of environmental impacts of the organization's activities, products or services.

This does not imply that all environmental impacts be addressed in the policy but that the framework of the policy covers all significant impacts (see 4.2 d).

4.2b) includes a commitment to continual improvement and prevention of pollution;

The words "continual improvement" and "pollution prevention" do not need to be explicitly mentioned as long as similar words are used or there are clear statements in the policy that directly address pollution reduction (for example, waste minimization, source reduction and cleaner technologies) and continual improvement. Pollution prevention is more than just pollution control and requires preventive measures, instead of only control.

4.2c) includes a commitment to comply with relevant environmental legislation and regulations,

Compliance with all relevant legislated and other requirements (National, provincial and local) is a minimum requirement for certification.

Exceptions to this are where:

- a) *The authorities have been informed of the non-compliance in writing;*
- b) *A corrective action programme is in place;*
- c) *Evidence is available that the authorities have accepted the corrective action programme;*
- d) *Evidence is available that the corrective action programme is being implemented.*

Where a permit for a process of the organization has expired and the organization can provide evidence of due diligence, for example, records of telephone calls, faxes to the regulator or minutes of meetings with the regulator showing that they are in the process of applying for new permits.

The word comply does not need to be explicitly mentioned in the environmental policy, as long as there are similar words (for example, adhere to, in accordance with) clearly communicating commitment to compliance with legislation and regulations.

4.2c) and with other requirements to which the organization subscribes;

The “*other requirements*” may include:

- a) Industry initiatives, non-regulatory guidelines or codes of practice such as Responsible Care or more general environmental initiatives such as the business Charter for Sustainable Development to the extent that the organization has formally adopted them;
- b) Agreements with public authorities;
- c) Formal management systems such as SABS ISO 9001/2, NOSA and ISRS; and
- d) Corporate or Head office requirements.

If an organization subscribes to other requirements (as in 4.2(c) a) and b) above in their environmental policy then:

- 1) The certification body will verify compliance with these requirements;
- 2) Compliance with those requirements will not be included in the scope of the certificate; and
- 3) Non-compliance with these requirements could provide grounds for not granting certification.

If an organization subscribes to other requirements (as in 4.2(c) c) above then the certification body will only verify compliance with the SABS ISO 14001 requirements and not to those other formal management systems. (An exception to this is where the organization requests a combined SABS ISO 14001 and SABS ISO 9000 certification assessment/audit).

4.2d) provides the framework for setting and reviewing environmental objectives and targets;

The policy should be sufficiently detailed to provide a yardstick against which the organization's environmental performance can be evaluated.

The policy wording must be specific enough so that specific objectives and targets can be formulated from it by the organization in order to implement the policy.

4.2e) is documented, implemented and maintained ...

The policy can be documented in any form (i.e. paper or electronic).

All the requirements of SABS ISO 14001 shall be addressed and an organization cannot elect to omit any of these requirements from its environmental management system.

Policies tend to set long-term goals.

The policy should be periodically reviewed and revised in response to new information and changing circumstances.

The policy must be reviewed periodically – at least annually.

It is not expected that the policy be reissued annually. A well-developed policy can effectively drive the organization's environmental management system for several years.

4.2f) ... and communicated to all employees;

Communication involves both the transmission and the understanding of the policy.

Communication mechanisms can include posting the policy in common areas, distributing it by memo, and reviewing it at staff or “toolbox talks” meetings.

A person’s level of knowledge of the policy should be proportional to his/her level of responsibility in the environmental management system i.e. senior staff responsible for ensuring implementation need a greater knowledge of the policy than personnel at shop-floor level. In the South African context, unskilled, illiterate workers cannot be expected to have in-depth knowledge of the contents of the environmental policy, however all employees are expected to have an idea of the concepts of the environment, why it is important to protect the environment, and of their role in achieving this (see also 4.4.2).

4.2g) Is available to the public

The policy must be available to any interested party on request.

The words “is available” do not necessarily mean that the organization has to pro-actively distribute the policy to the public. The organization should however make the public aware of the fact that the policy is available.

A mechanism should be in place to have the policy available to the public.

4.2.1 Key component of the policy

The policy provides an environmental purpose and set of values for the organization to follow.

The policy should:

- a) Be relevant and straightforward;
- b) Relay that protection of the environment is a top priority of the organization;
- c) Show commitment to continued improvement of environmental performance and compliance with the laws and regulations;
- d) Clearly specify which organizational activities are covered by the statement;
- e) Be a natural jumping-off point for setting environmental objectives and targets;
- f) Provide a framework for assessing progress made with the targets and objectives that are oriented towards minimizing environmental impacts.

4.2.2 Communication, promotion and support of policy

The policy statement will be totally ineffective if the commitment it contains is not communicated, made available, promoted and supported by all. It is important to note that the policy:

- a) Should be available to all employees in the organization;
- b) Should be communicated repeatedly after a period of time as a reminder;
- c) Should be made available to the public;
- d) Should be promptly provided whenever a copy is required;
- e) Should be signed by top management to show commitment and support.

Repeated exposure is the key to communicating the policy effectively thus it can be posted, communicated through news letters or sent to desktop personal computers.

ANNEXURE 1

PROCESS TO INITIATE WORK FOR THE *CONTRACTORS*

**POPULATED UNSIGNED TASK ORDER ISSUED
TO CONTRACTOR BY PROJECT CO-
ORDINATOR (PC).**
(1 DAY)

**MEETING WITH *CONTRACTOR* AND PC TO
DISCUSS TASK ORDER AND OR MAKE AGREED
UPON CHANGES**
(5 DAY)



***CONTRACTOR* MUST ACCEPT or REJECT THE
TASK ORDER**
(1 DAYS)



**PROJECTS SERVICES DEPARTMENT WILL
PROCESS TASK ORDER ON SAP AND ISSUE A
4500 NUMBER**