

REPLACEMENT OF SKYLIGHT ROOFING AND MINOR INTERNAL AND EXTERNAL WORKS AT VICTORIA LAKE INN,  
SIMMERPAN GERMISTON



## NEC3 Engineering & Construction Contract

**Between** ESKOM HOLDINGS SOC Ltd  
(Reg No. 2002/015527/30)

**and** [Insert at award stage]  
(Reg No. \_\_\_\_\_)

**for** REPLACEMENT OF SKYLIGHT ROOFING AND MINOR  
INTERNAL AND EXTERNAL WORKS AT VICTORIA LAKE  
INN, SIMMERPAN GERMISTON

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**CONTRACT No.** [Insert at award stage]

# Part C1: Agreements & Contract Data

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[to be inserted from Returnable Documents at award stage]	
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# C1.1 Form of Offer & Acceptance

## Offer

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

### **Replacement of Skylight Roofing and Minor Internal and External Works at Victoria Lake Inn, Simmerpan Germiston**

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

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

Options A B, C or D	The offered total of the Prices exclusive of VAT is	R [●]
Option E or F	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	R [●]
	(in words) [●]	

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

\_\_\_\_\_  
(Insert name and address of organisation)

Name & signature of witness

Date

<sup>1</sup> This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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Tenderer's CIDB registration number (if applicable)

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**Acceptance**

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

The terms of the contract, are contained in:

- Part C1        Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2        Pricing Data
- Part C3        Scope of Work: Works Information
- Part C4        Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy signed between them of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the Employer**

\_\_\_\_\_  
*(Insert name and address of organisation)*

Name & signature of witness \_\_\_\_\_

Date \_\_\_\_\_

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

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

Note:

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

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

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

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

**For the tenderer:**

**For the Employer**

Signature

.....

.....

Name

.....

.....

Capacity

.....

.....

On behalf of

*(Insert name and address of organisation)*

*(Insert name and address of organisation)*

Name & signature of witness

.....

.....

Date

.....

.....

# C1.2 ECC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<b>B: Priced contract with bill of quantities</b> <b>W1: Dispute resolution procedure</b> <b>X2 Changes in the law</b> <b>X16: Retention</b> <b>X18: Limitation of liability</b> <b>X20: Key performance indicators</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is:	<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	The <i>Project Manager</i> is:	
	Address	<b>Simmerpan Complex, Cnr, Power &amp; Refinery Road, Germiston, 1400</b>
	Tel	
	Fax	
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	<b>To be confirmed</b>
	Address	<b>Simmerpan Complex, Cnr, Power &amp; Refinery Road, Germiston, 1400</b>

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	Tel No.	<b>To be confirmed</b>	
	e-mail	<b>To be confirmed</b>	
11.2(13)	The <i>works</i> are	<b>Replacement of Skylight Roofing and Minor Internal and External Works at Victoria Lake Inn, Simmerpan Germiston</b>	
11.2(14)	The following matters will be included in the Risk Register	<b>Risks to be identified at the project risk meeting</b>	
11.2(15)	The <i>boundaries of the site</i> are	<b>The boundaries of the Eskom property at Simmerpan, Germiston</b>	
11.2(16)	The Site Information is in	<b>Part 4: Site Information</b>	
11.2(19)	The Works Information is in	<b>Part 3: Scope of Work and all documents to which it makes reference.</b>	
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>	
13.1	The <i>language of this contract</i> is	<b>English</b>	
13.3	The <i>period for reply</i> is	<b>Two (2) weeks</b>	
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</b>	
<b>3</b>	<b>Time</b>		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>TBC</b>	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
		1	Security clearance of personnel
		2	Submission of SHEQ implementation file
		3	Security & Safety Induction
30.1	The <i>access dates</i> are:	<b>Part of the Site</b>	<b>Date</b>



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1	Victoria lake Inn, Simmerpan	01 March 2024
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31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>Two (2) weeks of the Contract Date.</b>
31.2	The <i>starting date</i> is	<b>TBC</b>
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>Two weeks of the Contract Date</b>
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
<b>4 Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>52 weeks after Completion of the whole of the works.</b>  <b>Defects which the Supervisor notifies may jeopardise the performance of the works in use is the shortest possible time starting immediately upon notification of the Defect.</b>  <b>Defects which the Supervisor notifies require urgent correction in 48 (forty eight) hours.</b>
43.2	The <i>defect correction period</i> is	<b>Two weeks</b>
<b>5 Payment</b>		
50.1	The <i>assessment interval</i> is	<b>One (1) Month</b>  <b>In order to facilitate payment for work done, the <i>Contractor</i> is to submit his Schedule of Work Done (verified by the <i>Supervisor</i>) for payment to the <i>Project Manager</i> by the 20th day of each month, in a similar format to the <i>bill of quantities</i>. The <i>Project Manager</i> will determine the value of the work done in accordance with <i>Core clause 5</i> and changes to <i>Core clause Z (A)</i> sub-clause 50.2.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>5 weeks.</b>
51.4	The <i>interest rate</i> is	<b>(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa (as</b>

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certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

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**6 Compensation events**

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60.1(13)	<p>The place where weather is to be recorded is:</p> <p>The <i>weather measurements</i> to be recorded for each calendar month are,</p> <p>The <i>weather measurements</i> are supplied by</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>and which are available from:</p>	<p><b>Germiston</b></p> <p><b>the cumulative rainfall (mm)</b></p> <p><b>the number of days with rainfall more than 10 mm</b></p> <p><b>the number of days with minimum air temperature less than 0 degrees Celsius</b></p> <p><b>the number of days with snow lying at 09:00 hours South African Time</b></p> <p><b>and these measurements:</b></p> <p><b>The Contractor as verified by the Supervisor</b></p> <p><b>Germiston</b></p> <p><b>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the Employer</b></p>
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<b>7</b>	<b>Title</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</b>
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<b>8</b>	<b>Risks and insurance</b>
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84.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>as stated for “Format A” available on <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> x (See Annexure B for basic guidance)</b>
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84.1	The <i>Employer</i> provides these additional insurances	<b>as stated for “Format A” } available on <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> x (See Annexure B for basic guidance)</b>
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84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	<b>whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.</b>
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84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	<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>
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<b>9</b>	<b>Termination</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</b>
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<b>10</b>	<b>Data for main Option clause</b>
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<b>B</b>	<b>Priced contract with bill of quantities</b>
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60.6	The <i>method of measurement</i> is	<b>The Standard System of Measurement published by ASAQA and amended as stated in Part C2.1, Pricing Assumptions.</b>
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<b>11</b>	<b>Data for Option W1</b>
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W1.1	The <i>Adjudicator</i> is	<b>the person selected from the ICE-SA Division (or its successor body) of the</b>
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		<b>South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
Address		<b>1<sup>st</sup> Floor, Grinrod Tower, 8a Protea Place, Sandton</b>
Tel No.		<b>(011) 320 0600</b>
Fax No.		<b>(011) 320 0553</b>
e-mail		<b>info@arbitration.co.za</b>

W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.</b>
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W1.4(2)	The <i>tribunal</i> is:	<b>arbitration.</b>
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W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa, Gauteng, Sandton</b>
	The person or organisation who will choose an arbitrator	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	

**12 Data for secondary Option clauses**

X2	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
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<b>X16</b>	<b>Retention (not used with Option F)</b>	
X16.1	The <i>retention free amount</i> is	<b>R0.00</b>
	The <i>retention percentage</i> is	<b>5% (2,5% payable when the works is taken over on project completion and 2,5% on the expiry of the defects period which is 52 weeks after the works has been taken over)</b>

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<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<p><b>the amount of the deductibles relevant to the event described in the insurance policy format selected in the data for clause 84.1 above, which policy is available on</b></p> <p><i>http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</i></p>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	<p><b>The greater of</b></p> <ul style="list-style-type: none"> <li>• <b>the total of the Prices at the Contract Date and</b></li> <li>• <b>the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as at contract date</b></li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• <b>Defects due to his design which arise before the Defects Certificate is issued,</b></li> <li>• <b>Defects due to manufacture and fabrication outside the Site,</b></li> <li>• <b>loss of or damage to property (other than the <i>works</i>, Plant and Materials),</b></li> <li>• <b>death of or injury to a person and</b></li> <li>• <b>infringement of an intellectual property right.</b></li> </ul>
X18.5	The <i>end of liability date</i> is	<p><b>(i) 7 (Seven) years after the <i>defects date</i> for latent Defects and</b></p> <p><b>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</b></p> <p><b>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i></b></p>



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## **Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his Sub-contractor abide by the undertakings in this clause.

## **Z5 Waiver and estoppel: Add to core clause 12.3:**

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

## **Z6 Health, safety and the environment: Add to core clause 27.4**

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

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for under this contract and ensures that his Sub-contractor, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

**Z7 Provision of a Tax Invoice and interest. Add to core clause 51**

- Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z8 Notifying compensation events**

- Z8.1 Delete from the last sentence in core clause 61.3, "unless the *Project Manager* should have notified the event to the *Contractor* but did not".

**Z9 Employer's limitation of liability**

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer's* liability under the indemnity is limited.

**Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":**

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

**Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)**

- Z11.1 If the amount due for the *Contractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Contractor's* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

**Z12 Ethics**

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

**Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Sub-contractor or SubContractor's



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employees, or any one or more of all of these parties' relatives or friends,

- Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or SubContractor or the SubContractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z12.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

## Z13 Insurance

### Z 13.1 Replace core clause 84 with the following:

#### Insurance cover 84

- 84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 84.2** The *Contractor* provides the insurances stated in the Insurance Table A.
- 84.3** The insurances provide cover for events which are at the *Contractor's* risk

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from the *starting date* until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Loss of or damage to the <i>works</i> , Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance  The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract	<b><u>Loss of or damage to property</u></b> <b><u>Employer's property</u></b> The replacement cost where not covered by the <i>Employer's</i> insurance  The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance  <b><u>Other property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> The amount required by applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 13.2**

**Replace core clause 87 with the following:**

The *Employer* provides the insurances stated in the Insurance Table B.

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document

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Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

**Z14 Nuclear Liability**

- Z14.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z14.3 Subject to clause Z14.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z14.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

**Z15 Asbestos**

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

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<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z15.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z15.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos Contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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**Annexure A: One-in-ten-year-return *weather data* obtained from SA Weather Bureau for [weather station]**

If any one of these *weather measurements* recorded within a calendar month, before the Completion Date for the whole of the *works* and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the *Contractor* may notify a compensation event.

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**Note: Data will be obtained when required**

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

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

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## Annexure B: Insurance provided by the Employer

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

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

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

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

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

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

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

In the case of contracts / packages within a project:

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

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

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

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

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

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

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



## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

#### Notes to a tendering Contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)<sup>2</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 pages 156 to 158 of the ECC3 (April 2013) Guidance Notes.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [        ] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications:	

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see [www.ecs.co.za](http://www.ecs.co.za)

	Experience:	<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>		
11.2(3)	The <i>completion date</i> for the whole of the works is			
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
<b>B</b>	<b>Priced contract with bill of quantities</b>			
11.2(21)	The <i>bill of quantities</i> is in			
11.2(31)	The tendered total of the Prices is	<b>(in figures)</b> <b>(in words), excluding VAT</b>		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is	Minus %		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are  <b>Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates.</b>	<b>Category of employee</b>		<b>Hourly rate</b>



52 in SCC	The percentage for manufacture and fabrication overheads is		
			%

## PART 2: PRICING DATA

### ECC3 Option B

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing assumptions: Option B	3
C2.2	<i>The bill of quantities (refer to excel spreadsheet for BOQ)</i>	5

## How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> <li>• the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and</li> <li>• a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</li> </ul> <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>

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

## Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

## Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering Contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

There is no general provision in Option B for payment for materials on Site before incorporation into the *works*. If secondary Option X14 Advanced payment has not been used then the tendering Contractor may obtain the same effect by inserting appropriate items in the method related charges where the *method of measurement* allows, or alternatively making allowance in the rates of the *bill of quantities* for the financing of Plant and Materials until they are incorporated in the *works*.

When compensation events arise, the default position is that the Bill of Quantities is not used to calculate the cost effect of the event. Defined Cost and the resulting Fee is used and Defined Cost includes all components of cost which the *Contractor* is likely to incur, including so called P & G items. Rates and lump sums from the Bill of Quantities, or from any other source, may be used instead of Defined Cost and the Fee only if the *Contractor* and *Project Manager* agree. If they are unable to agree, then Defined Cost plus Fee is used.

## Measurement and payment

### Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
sum	Lump sum
t	tonne (1000kg)

### General assumptions

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.

The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

### Departures from the *method of measurement*

**Amplification of or assumptions about measurement items**

The following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.



## PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
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	Total number of pages	17

# C3.1: EMPLOYER’S WORKS INFORMATION

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## Description of the *works*

### Overview

The roof skylights in Victoria Lake Inn accommodation blocks have reached their end of life. These skylights have deteriorated and have visible cracks allowing ingress of rainwater into the building. The replacement project includes minor associated refurbishment works. External works will include minor improvements at the carport.

The work covered by this contract includes

- Removal of existing skylight roof, supply and installation of roof skylights in Block A and Block B and associated minor building works
- Carport minor works (i.e supply & installation of shade nets to match existing Eskom colour blue Pantone 287 C, removal of existing lights, supply & installation and connection of new luminaires and switches for lighting installations, etc)

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

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

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

The *Contractor*:

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

- Replaces the damaged drywalling, ceilings, cornices and bulkheads.
- Paints the interior passage walls and door frames.
- Provide As-built, operating and maintenance documentation

**Normative/Informative References**

Parties using this document shall apply the most recent edition of the documents listed in the following paragraphs.

**Normative**

Standard	Title
SANS 10400-N; SANS 10400:XA	SANS 10400-N, Glazing SANS 10400:XA Energy Efficiency in Buildings
SANS 204	Energy Efficiency
SANS 613	Wind and impact loads, water penetration and air leakage
SANS 10137	Installation of glazing in buildings
SANS 10160-3	The design wind loadings for pressure and suction

**Interpretation and terminology**

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
ECC3	NEC 3 Engineering and Construction contract
Tx Real Estate	Transmission Real Estate
ITP	Inspection and Test plan
MWP	Megawatt Park
NEC	New Engineering Contract
SABS	South African Bureau of Standards
SANS	South African National Standards
SHEQ	Safety, Health, Environment & Quality
CAD	Computer Aided Draughting
ISO	International Organisation for Standardisation

UV	Ultra Violet
SOP	Safe Operating Procedure
UV	Ultra Violet
EMP	Environmental Management Plan
QM	Quality Management
SHE	Safety Health Environment

**Definitions**

Definition	Description
Competent person	Person who is qualified by virtue of his education, training, experience and contextual knowledge to make a determination regarding the performance of a building or part thereof in relation to a functional regulation or to undertake such duties as may be assigned to him in terms of the National Building regulations.
Rational assessment	Assessment by a competent person of the adequacy of the performance of a solution in relation to requirements including as necessary, a process of reasoning, calculation and consideration of accepted analytical principles, based on a combination of deductions from available information, research and data, appropriate testing and service experience
Rational design	Design by a competent person involving a process of reasoning and calculation and which may include a design based on the use of a standard or other suitable document.

**Management and start up**

**Management meetings**

The following requirements for conducting Project Site meetings apply to the Works. The Contractor and all Sub-Contractors shall actively participate in and adhere to the Employer’s requirements and other procedures initiated for the purpose of maintaining the Project Site administrative control. The Contractor and all Sub-Contractors shall attend other Project Site meetings when deemed required by the Employer to coordinate the Works or the Project Works.

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:
Risk register, SHEQ,	To be advised by the	Simmerpan and/or	<i>Employer, Contractor,</i>

technical clarification and compensation events	<i>Project Manager</i>	Microsoft Teams	<i>Supervisor</i> , and SHEQ and other representatives as required.
Overall contract progress and feedback	To be advised by the <i>Project Manager</i>	Simmerpan and/or Microsoft Teams	<i>Employer, Contractor, Supervisor</i> , and other representatives as required.

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

All meetings shall be recorded using minutes and attendance registers will be kept. Minutes will be circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

### Documentation control & Management

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

Documentation control by the *Employer* will be done using the Eskom Transmission project group standard documentation management system and using Hyperwave for electronic filing.

All correspondence from the *Employer* to the *Contractor* will be referenced using the following reference

#### **YYMMDD\_Type\_DocumentTitle\_Uniqueidentifier\_WBS\_Revision.File Extension**

The naming convention is explained as follows

- YYMMDD refers to the date of the document in the format Year/Month/Date. This is the date of approval if the document is approved. For a new document that has just been created, it will be the date that the document was created on.
- Type refers to the latest folder/collection level in the WBS filing structure in which the document is published. Hence it refers to the folder/collection location of the documents. This is in line with the current practice within Tx RE of including the folder name in the naming of files/documents.

The various types to choose from are on the left-hand side as follows:

- Incoming Correspondence (Communication)
- Outgoing Correspondence (Communication)
- Presentation (Meetings)
- Minutes (Meetings)
- Project Audit Report (Project Reporting)
- Weekly Report (Historic) (Project Reporting)

- |  |                              |
|--|------------------------------|
| ➤ Technical Report                       | (Engineering and Design)     |
| ➤ Designs and Proforma Bill of Materials | (Engineering and Design)     |
| ➤ Specification                          | (Engineering and Design)     |
| ➤ Project Schedule                       | (Schedule Management)        |
| ➤ Tender                                 | (Commercial Management)      |
| ➤ Contract                               | (Commercial Management)      |
| ➤ Risk                                   | (Risk Management)            |
| ➤ Insurance                              | (Risk Management)            |
| ➤ Safety and Health                      | (SHEQ)                       |
| ➤ Environment                            | (SHEQ)                       |
| ➤ Quality                                | (SHEQ)                       |
| ➤ Invoices and Payments                  | (Financial Management)       |
| ➤ Project Monthly Expenditure/Cash flows | (Financial Management)       |
| ➤ Finalisation                           | (Financial Management)       |
| ➤ Incoming Transmittal Form              | (Transmittals)               |
| ➤ Outgoing Transmittal Form              | (Transmittals)               |
| ➤ Site Personnel Details                 | (Human Resource Management)  |
| ➤ Task Schedule                          | (Human Resource Management)  |
| ➤ Commissioning and Handover             | (Commissioning and Handover) |
| ➤ Photo                                  | (Photos)                     |
| ➤ Project Close-out                      | (Project Close-out)          |
- Revision refers to the revision status of the document that has been approved.
  - File Extension refers to the file types such as doc, pdf, tif, xls, ppt, mpp. This is by default indicated on the file name.

## Health and safety risk management

In addition to the requirements of the laws governing health and safety, Eskom has additional requirements particular to the *works* and the Working Areas for this contract. The *Contractor* shall comply with the health and safety requirements – Safety, Health and Environmental Specification for the VLI contained in Annexure (SHE Specification 240-155821967) to this Works Information.

## Environmental constraints and management

The *Contractor* shall have an Environmental Management System in place that will ensure that the requirements are effectively implemented and managed.

The *Contractor* is required to ensure that all goods, services or works supplied in terms of the contract conform to all applicable environmental legislation.

The *Contractor* shall have an environmental management system in place that will ensure that the requirements of the environmental management plan are effectively implemented and managed.

Campsite establishment and de-establishment are to be managed in accordance with specification.

The layout should be such that it facilitates a circular traffic route that eliminates the need to reverse when loading and off-loading



## Quality assurance requirements

The *Contractor* shall comply with the quality criteria stated in the 240-105658000 Supplier Quality Management Specification attached to this Works Information. The *Contractor* is to provide a quality inspection and test plan for the design, manufacture, delivery and installation as stated in the Scope of Work, for approval.

## Programming constraints

Tenderers will be evaluated with due consideration to the resources (both personnel and equipment) committed to the project as indicated in the tender programme. All proposed Subcontractors and Suppliers are to be identified at tender stage and will be included in the evaluation process.

The programme is to be submitted for acceptance in accordance with Core Clause 31 in the ECC3, in terms of which resources to complete each activity must be clearly identified. The programme is to be submitted within two weeks of the *starting date*. It is suggested that Gantt or bar chart formats be used for project planning, while progress graphs/schedules be submitted at monthly meetings to monitor progress.

The programme is to include the following information

- Method statements which identify the equipment and other resources which the *Contractor* plans to use for the execution of the various activities of the project.
- Planned sectional completion dates as required as well as the completion date for the whole of the works.
- The order and timing of the operations which the *Contractor* plans to do in order to provide the works

provisions for:

- Float
- Time risk allowances
- Health, Safety and Quality requirements
- Environmental compliance requirements

The *Contractor* shall submit the first programme to the *Project Manager* for acceptance within two (2) weeks of the *starting date*. The programme must be in Primavera or Microsoft Project format.

The *Contractor* revises the programme as required in accordance to Core Clause 32 of ECC3. Each time the programme is revised, the *Contractor* is to submit a revised forecast rate of invoicing to the *Project Manager*.

## Contractor's management, supervision and key people

The *Contractor* must submit an organogram which clearly indicates the people resources that will be utilised for this project. The organogram must clearly indicate lines of authority as well as lines of communication. Site staff as well as head office staff must be indicated. It must state any additional constraining requirements on *Contractor's* supervision and key people that are not already stated in other sections such as for Health and Safety. The Person carrying out and signing off any designs and installation needs to be a Competent Person with the required professional registration.

## Invoicing and payment

Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager's* payment certificate.

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd and include on each invoice the following information:

Name and address of the *Contractor* and the *Project Manager*;

The contract number and title;

*Contractor's* VAT registration number;

The *Employer's* VAT registration number 4740101508;

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;

(add other as required)

Tax invoices may be submitted in PDF format [Invoiceseskomlocal@eskom.co.za](mailto:Invoiceseskomlocal@eskom.co.za) by the last working day of a calendar month. Once received invoices will be processed and if correct, payment will be made 30 days after receipt of a correct invoice.

### Tax Requirement

In case of a local invoice a PDF file that was created directly from a system meets the definition of original document and is allowed (including saving documents from excel to PDF, word to PDF etc.)

In case of the foreign invoice the hard printed version is considered an original invoice, hence, the payment terms start to count once the hard print of the original invoice (not an e-mailed invoice) has been received by Tx Real Estate team

- An Invoice that was printed and then scanned to PDF by the Vendor is not acceptable as this is not an original tax invoice by SARS definition but a copy.

The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices and statements sent electronically are tamperproof."

- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done the invoice will be parked and the system will automatically send an e-mail to the end user to do the goods receipt. This is also tracked by Eskom through the park invoice report.

- Your company can request a park invoice report from the Projects Finance Team which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact center.

Once the invoice has been sent; all communication regarding the payments should be addressed with the *Project Manager*. No communication regarding payment should be sent by the Contractor/Supplier directly to Accounts Payable.

## Insurance provided by the *Employer*

Insurance related queries for this project can be addressed to the *Project Manager* who will then refer the query to the applicable Eskom specialist with regards to insurance matters for this project. The insurance policy provided by the Employer will be dealt with as specified in Clause 86.1.

## Contract change management

There are no additional requirements to the compensation event clauses in section 6 of the ECC core clauses. All compensation events must be dealt with as per the procedure described in these clauses.

## Training workshops and technology transfer

No on job training workshops or technology transfer is required for this contract. The *Contractor* may however use the works as a practical training facility for resources that have to be trained according to the *Contractor's* and *Employer's* proposals.

## Engineering and the *Contractor's* design

### *Employer's* requirements

All Eskom safety requirements to be met at all times. (Refer to separate safety specifications in this regard).

The new glass skylight panels will cover an area of 3000m<sup>2</sup>, and need to meet the following requirements:

1.	Glass: White Translucent – Opal
2.	Thickness: 6.38mm Laminated Safety Vinyl Glass
3.	Visible Light: 67 - (Trans)
4.	7 - (Reflec)
5.	Solar Energy: 31 – (Total Elim)
6.	6 – (Reflec)
7.	36 – (Absorb)
8.	58 – (Dir Trans)
9.	0.69 – (SHGC)
10.	Shad Co: 0.79 – (Ratio)

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

### Document submission & procedure for submission and acceptance of *Contractor's* design

All project documents are submitted to the *Project Manager* with a transmittal note according to Project / Plant Specific Technical Documents and Records Management Work Instruction (240-76992014). In order to

portray a consistent image it is important that all documents used within the project follow the same standards of layout, style and formatting as described in the Work Instruction.

In addition, the *Contractor* adheres to the following:

- Project Handover Documentation Management Procedure (240-66920003).
- Project Documentation Deliverable Requirement Specification (240-65459834).
- Technical Documentation Classification and Designation Standard (240-54179170).

The *Contractor* shall submit all documentation to the Project Manager as well as the Project's Documentation Centre as follows:

- Electronic copies are submitted to Eskom Documentation Centre through SharePoint transmittal site that will be provided during contract award.
- Hard copies are submitted to the Project Manager accompanied by a Transmittal Note.

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

## Concept design

Details regarding the modifications required to the building (structural and other);

A multidisciplinary concept design calculation file/ report documenting all:

Specifications, codes and standards used in the designs;

Loads and forces;

Design criteria/ parameters used;

Design Philosophy;

Materials used;

Energy efficiency and Fenestration calculations as per SANS 10400: XA

All assumptions made;

All software input and output files incl. design models; and

All references/ sources of information used.

Details regarding the means of providing access to the roof;

Method statement for the removal of existing skylight panels;

Details regarding the installation method for the new skylight panels;

Concept layout drawings indicating: the modifications to existing structures, the new layout if required and the additional equipment positions if required.

## Detail design

The *Contractor* shall after contract award submit a detailed design and associated drawings containing the following but not limited to:

A multidisciplinary detailed design calculation file/ report documenting all:

Specifications, codes and standards used in the designs;

Loads and forces;

Design criteria/ parameters used;

Design Philosophy;

Materials used;

Energy efficiency and Fenestration calculations as per SANS 10400: XA

All assumptions made;

All software input and output files incl. design models; and

All references/ sources of information used.

Drawings indicating the detail of the forces exerted on the existing structures;  
Detailed drawings indicating the modifications to existing structures;  
An Assessment Review report by a professionally registered structural engineer/technologist proving that the integrity of the existing structure is not compromised by the installation of the new skylight panels or its supporting structure.  
Details of the design measures to ensure compliance with SANS 10400 XA.  
Details of the corrosion protection systems used.  
Confirmation that the design of the works complies with the National Building regulations.  
Submit an Operation and Maintenance Manual, where applicable;  
Details of the design measures to prevent ingress of water into the building.

The *Employer's* requires the *Employer* to perform End-of-Phase design reviews. The *Employer* requires a period of one (1) week for the review of the Concept design and two (2) weeks for the review of the Detail Design.

### **Painting:**

Surface preparation to all interior walls, bulkheads, cornices, ceilings and door frames.  
Sealing of all cracks, repairs to expansion joints, and treatment of any surface rust found on the metal fittings with an appropriate approved material.  
Base coat primer as a sealant.  
Apply one primer and two finish coats.  
Use an approved Eskom paint ensuring compliance to all Environment requirements.  
Paint colour to match existing.

### **Document submission & procedure for submission and acceptance of *Contractor's* design**

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

In addition, the *Contractor* adheres to the following:

Project Handover Documentation Management Procedure (240-66920003).  
Project Documentation Deliverable Requirement Specification (240-65459834).  
Technical Documentation Classification and Designation Standard (240-54179170).

The *Contractor* shall submit all documentation to the Project Manager as follows:

Electronic copies are submitted to Eskom Documentation Centre through SharePoint transmittal site that will be provided during contract award.  
Hard copies are submitted to the Project Manager accompanied by a Transmittal Note.

### **Procedure for submission and acceptance of *Contractor's* design**

Any proposed design change by *Contractor* must be forwarded to the *Project Manager* for approval prior to the commencement. All Design change management are performed in accordance to the latest revision of the Eskom Project Engineering Change Management Procedure (240-53114026).

This should be done 14 days prior to the *Contractor's* planned start date. The *Project Manager* will liaise with the applicable engineering representative and manage the process of approval. The *Contractor* will be notified in writing by the *Project Manager* when the proposal has been approved and when work can commence.

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

There is no specific requirement for specialist equipment to be provided by the *Contractor* for the works. The *Contractor* must supply all equipment he deems necessary to complete the works.

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

As-built drawings required, must be marked up by the *Contractor* in conjunction with the Engineer. The final completion certificate for the works will not be issued by the Project Manager unless all as-built drawings have been received if required. The Contractor should take note that the 50% retention release is subject to the Employer having received the As-built drawings if applicable.

### **Procurement**

Contractors must refer to the Eskom Holdings Standard Conditions of Tender, Johannesburg 2007 as included elsewhere in this document.

### **People**

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

Police clearance is required for personnel that the *Contractor* utilises on the site as the site location is a National Key Point due to its proximity to the National Control Centre.

### **Subcontracting**

#### **Preferred Sub-contractor**

The *Employer* does not have any preferred sub-Contractors that the Contractor must use. The Contractor must source products that are to specification. The *Contractor* will have to notify Eskom in the event of using any Sub-Contractor. A sub-Contractor cannot subcontract work to another sub-Contractor.

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

The *Employer* expects the *Contractor* to manage his sub-Contractors in the same way that the *Employer* manages the *Contractor*. Special attention must be given to the management of the sub-Contractors SHEQ compliance in the same way that the Employer manages the *Contractor*.

It is recommended that the *Contractor* make use of the NEC contracting system to ensure a contracting standard throughout.

The *Employer* must approve all sub-Contractors and suppliers that the *Contractor* employs for this contract.

#### **Limitations on subcontracting**

Sub-contracting will be allowed, and list of proposed Sub-contractor must be included in the tender document as part of technical returnables. All Sub-contractor must be approved by the *Project Manager* prior to appointment by the *Contractor*.

## **Equipment and Materials**

### **Equipment & Materials provided “free issue” by the *Employer***

No equipment or materials are provided “free issue” to the *Contractor* for this contract. All equipment and material necessary for the works are to be provided by the *Contractor*.

### ***Contractor's* procurement of equipment and material**

All transportation to site of equipment and material required for this project will be by means of road transport. The *Contractor* must familiarise himself with the road conditions to Victoria Lake Inn.

Material must be off loaded and stored separately in areas allocated for this purpose. The *Contractor* must manage such storage areas as to ensure safety compliance as well as security of any equipment and material.

### **Spares and consumables**

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

## **Marking Equipment and Material outside the Working Areas**

There are no requirements for the “Marking” of equipment and materials outside the Working Areas

## **Construction, Installation and Repairs**

### **Temporary works, site services & constraints**

### **Existing premises, inspection of adjoining properties and working with Others**

The *Contractor* surveys the existing infrastructure before any procurement, fabrication or installation. It must be noted that Victoria Lake Inn building will be operational during the project. Factors relating to the latter must be taken into account.

### ***Employer's* Site entry and security control, permits, and Site regulations**

The *Employer* will provide access control for the Site. All persons and vehicles entering or exiting Victoria Lake Inn may be subjected to searches and the *Employer* reserves the right to refuse entrance to the site, to any person not meeting security and/or access requirements. From time to time, and as required, the

Employer will issue policies and procedures regarding Site security and access control. These policies and procedures shall be strictly adhered to by the Contractor. The Employer shall be entitled, at his discretion, to amend or relax the Site security and/or access requirements to deal with emergencies or other circumstances justifying such amendment or relaxation. Any breach of security must be reported to the *Employer* immediately.

### **Restrictions to access on Site**

The *Contractor's* Personnel and any visitors on the Site must be in possession of a valid identification card supplied by the *Contractor*. The Employer furthermore may remove from the Site (or from any other places, if any, as may be specified under the Contract as forming part of the Site) any person who ceases, for any reason, to have legitimate business thereon.

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

The *Contractor* must clearly indicate any shift work or extended working hour work that is required in order to meet with the required completion and milestone completion dates of the contract. The *Project Manager* and SHEQ manager's permission must be obtained prior to working such hours. Permission will only be granted if the longer hours worked have been accepted in writing by the Department of Labour.

### **Health and safety facilities on Site**

The *Contractor* must refer to: Safety, Health and Environmental Specification for the works

### **Title to materials from repairs**

The removal and disposal of any old material and equipment from site will be the responsibility of the Contractor

### **Cooperating with and obtaining acceptance of Others**

Except as directed by the Employer, the Contractor shall in no way interfere with, remove, adjust or operate equipment and/or materials of or being supplied or operated by Other Contractors, should third parties be in the same work environment. The Contractor shall, at all times, keep the work of Other Project Contractors free from damage.

### ***Contractor's* Equipment**

The *Contractor* must keep a daily record of all equipment and machinery on site. The information must be captured in such a way that differentiation is made between hired and owned equipment. The record must also clearly indicate when equipment is working and who the operator of the said equipment was for the recorded shift.

These records must be verified and signed off by the Engineer on a daily basis and this document must be available on site at all times.

### **Equipment provided by the *Employer***



No equipment will be provided by the Employer. The Contractor provides all equipment and tools required to complete the *works*.

**Site services and facilities**

The Employer will, at his expense, arrange for, develop and maintain the various facilities and services at or near the Site, as applicable. The services and facilities provided by the Employer are listed below:

- Electricity;
- Water supply; and
- Sanitary Services.

**Facilities provided by the Contractor**

Contractor is responsible for site establishment and de-establishment at project completion.

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

The Contractor surveys the existing equipment before any repairs, procurement, fabrication or installation.

**Other existing services, cables, etc**

Contractor to ensure that all the above services are not damaged and are protected during the duration of the works.

**Control of noise and waste**

The control of noise and waste is addressed in the Safety, Health and Environmental specification. The Contractor must familiarise himself with these requirements.

**Sequences of construction or installation**

Sequence of the project will be per the project plan submitted by *the Contractor*.

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

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

On or before the Completion Date the Contractor shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The Project Manager cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the Employer from using the works and Others from doing their work.

	Item of work	To be completed by
	All as built drawings	Within one week after Completion

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

Any samples that must be provided are to be provided by the Contractor once the contract has been awarded.

The *Contractor* must supply materials facilities and samples for tests as prescribed in the relevant SANS practice code.

The *Contractor* includes the following on his ITP to be witnessed by the Engineer:

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

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

There are no requirements or start-up procedures required from the *Contractor* to put the works into operation

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

The *Project Manager* will make arrangements for the *Contractor* to gain access to the site to correct defects after completion if necessary.

**List of drawings**

**Drawings issued by the *Employer***

In the table below is a single line diagram drawing issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
A-T-1101	0	Simmerpan Block; Floor Plans (Generic layout)

**Drawings issued by the *Contractor***

The creation, issuing and control of all Engineering Drawings are in accordance to 240-86973501 Engineering drawing Standard. All drawings are in .dwg format, and scanned drawings in pdf format. No drawings in TIFF, or any other electronic format will be accepted. Drawings submitted to Eskom may not be “Right Protected” or encrypted. Upon acceptance of the *Contractor’s* detailed designs, copyright will pass to the *Employer*.

### Manuals and maintenance schedules

Should there be a requirement for The *Contractor* to provide any operating and maintenance manuals, two full sets must be provided to the Employer within one work of the handover.

## Tender Returnables

The *Contractor* includes the following as tender returnables:

- Schedule and any deviation schedule
- Drawing/sketch indicating that the proposed glass skylight can fit in the existing support structure. The drawing/sketch includes dimensions for the proposed skylight panels.
- Provide by means of a list or general design/construction approach, information relating to the work required to execute the full scope of work.
- Provide a general method statement indicating how the tenderer will perform the work required to execute the full scope of work. Include any additional investigations that may be required.
- Provide by means of a list, all required structural integrity investigations that the tenderer intends to carry out. The list must include a short description of the purpose for carrying out such investigations.
- Provide a general method statement indicating how the *Contractor* will perform each structural integrity investigation. Include any testing equipment that may be required to conduct the investigations.
- Provide a Construction Equipment List. Indicate application i.e., which equipment will be used as per the chosen methodology. Furthermore, indicate the availability of the equipment.
- Proof of Qualifications and Experience of proposed Professionally Registered Structural Engineer/Technologist is to be submitted with CV's. The number of years of relevant experience of the individual must be provided in the CV.
- Certified copies as proof of accreditation and registration with the relevant bodies and Department of Labour.
- Vendor document submittal schedule (VDSS)

## PART 4: SITE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C4	Site Information	1
	Total number of pages	2

## PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

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

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

### Description of the Site and its surroundings

#### General description

##### The Site

Victoria Lake Inn (Co-ordinates 26°13'40.66"S 28° 9'27.34"E) is a lodge on Angle Road, off Power Road in Germiston.

It is a three-storey building, including a basement level. The roof above the atrium between accommodation Blocks A and B is where this project will take place, including painting of the atrium passages. The building measures approximately 3845m<sup>2</sup> above basement level.

##### Access

- Access to the site can be gained off Power Road onto Angle road, not far from Eskom Simmerpan / National Control. Contractor shall adhere to all procedures set for access to the station, including acquiring security clearance where necessary.
- The building where the work will take place is situated within the boundaries of the Inn and all Eskom rules and regulations shall be adhered to when operating in this area.
- The Contractor is to inspect the site in order to ascertain the conditions and extent of his risk.
- The Contractor should indicate work sequence and the limitations of access when submitting the programme to Eskom

##### Security

- There is security at the Inn responsible for access control

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

The works have interfaces and hook up points with existing facilities. Activities in the scope of work are to be carried out on existing structures or facilities, thus site information is as-built.

### Hidden services

Before any work commences, it will be the responsibility of the *Contractor* to verify and ascertain the position of any other existing services on site. Once these are indicated to the *Contractor* they shall be deemed “known”. Any costs incurred for repairs to any “known” services shall be for the *Contractor’s* account.