



NEC3 Engineering and Construction

# Short Contract (ECSC3)

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

and

for **Soundproofing of Underground Maintenance Offices  
at Ingula Pumped Storage Scheme (PSS)**

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Documentation prepared by: Reggie Chippe

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# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### Soundproofing of Underground Maintenance Offices at Ingula PSS

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

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

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

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

Signature(s)

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

Capacity \_\_\_\_\_

**For the  
tenderer:**

*(Insert name and address of organisation)*

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

Date \_\_\_\_\_

Tenderer's CIDB registration number: \_\_\_\_\_

## Acceptance

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

The terms of the Contract, are contained in:

- Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Works Information
- Part 4 Site Information

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

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

Name &  
signature of  
witness

Date

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

**Schedule of Deviations**

Note:

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

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

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

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

**For the tenderer:**

**For the Employer**

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 Contract Data

### Data provided by the *Employer*

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

| Clause         | Statement  | Data  |
|----------------|--|---|
| <b>General</b> |  |   |
| 10.1           | The <i>Employer</i> is (Name):   | <b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b> |
|                | Address  | <b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>   |
| 10.1 & 14.4    | The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions <sup>1</sup> is (Name): | <b>Reggie Chippe</b>  |
|                | Address  |   |
|                | Tel No.  | <b>076 0703339</b>  |
|                | Fax No.  |   |
|                | E-mail address   | <a href="mailto:chippern@eskom.co.za">chippern@eskom.co.za</a>  |
| 11.2(11)       | The <i>works</i> are   | <b>Soundproofing of Underground Maintenance Offices at Ingula PSS</b>   |
| 11.2(13)       | The Works Information is in  | <b>the document called 'Works Information' in Part 3 of this contract.</b>  |
| 11.2(12)       | The Site Information is in   | <b>the document called 'Site Information' in Part 4 of this contract.</b>   |
| 11.2(12)       | The <i>site</i> is   | <b>Ingula Pumped Storage Scheme (IPSS), identified offices underground.</b>   |
| 30.1           | The <i>starting date</i> is.   | <b>June 2024</b>  |
| 11.2(2)        | The <i>completion date</i> is.   | <b>December 2024BC</b>  |
| 13.2           | The <i>period for reply</i> is   | <b>one week</b>   |
| 40             | The <i>defects date</i> is   | <b>52 weeks after Completion</b>  |
| 41.3           | The <i>defect correction period</i> is   | <b>two weeks</b>  |
| 50.1           | The <i>assessment day</i> is the   | <b>25<sup>th</sup> of each month.</b>   |
| 50.5           | The <i>delay damages</i> are   | <b>R5 000.00 per day</b>  |
| 50.6           | The retention is   | <b>None</b>   |

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

|   |   |  |
|---|---|--|
| 51.2  | The interest rate on late payment is  | [•]%<br>[Insert a rate only if a rate less than 0.5% per week of delay has been agreed]  |
| 80.1  | The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of | the amount of the deductibles relevant to the event  |
|   | Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?   | No   |
| 93.1  | The <i>Adjudicator</i> is   | the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <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). |
|   | Address   | [•]  |
|   | Tel No.   | [•]  |
|   | Fax No.   | [•]  |
|   | e-mail  | [•]  |
| 93.2(2)   | The <i>Adjudicator nominating body</i> is:  | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body   |
| 93.4  | The <i>tribunal</i> is:   | arbitration.   |
|   | The <i>arbitration procedure</i> is   | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.   |
|   | The place where arbitration is to be held is  | [•] South Africa   |
|   | The person or organisation who will choose an arbitrator  |  |
|   | - if the Parties cannot agree a choice or   | the Chairman for the time being or his nominee   |
|   | - if the arbitration procedure does not state who selects an arbitrator, is   | of the Association of Arbitrators (Southern Africa) or its successor body.   |
| <p><b>The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013)<sup>23</sup> and the following additional conditions Z1 to Z11 which always apply:</b></p> |   |  |

## Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person

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

<sup>3</sup> State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

without the written consent of the *Employer*.

- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

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

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

## **Z3 Confidentiality**

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

## **Z4 Waiver and estoppel: Add to clause 12.2:**

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

**Z5 Health, safety and the environment**

- Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
  - undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z5.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.
- Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z7 Notifying compensation events**

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

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

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

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

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



**Z10 Addition to Clause 50.5**

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

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

**Z11 Ethics**

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

**Affected Party** means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subconsultants or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

**Coercive Action** means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

**Collusive Action** means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

**Committing Party** means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors or the Subcontractor's employees,

**Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

**Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

**Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

**Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

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

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

**Z12 Insurance**

**Z\_12.1 Replace core clause 82 with the following:**

**Insurance cover 82**

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

**INSURANCE TABLE A**

| Insurance against  | Minimum amount of cover or minimum limit of indemnity   | Cover provided until  |
|--|---|---|
| Loss of or damage to the works   | <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>   | The <i>Employer's</i> certificate of Completion has been issued |
| Loss of or damage to Equipment, Plant and Materials  | <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>   | The Defects Certificate has been issued                         |
| The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works | <p><b><u>Loss of or damage to property</u></b><br/><b><u>Employer's property</u></b></p> <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date where covered by the <i>Employer's</i> insurance</p> |   |

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

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

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.

Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the

aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

## **Z14 Asbestos**

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

|                              |  |
|------------------------------|--|
| <b>AAIA</b>                  | means approved asbestos inspection authority.  |
| <b>ACM</b>                   | means asbestos containing materials.   |
| <b>AL</b>                    | means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.   |
| <b>Ambient Air</b>           | means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.   |
| <b>Compliance Monitoring</b> | means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles. |
| <b>OEL</b>                   | means occupational exposure limit.   |
| <b>Parallel Measurements</b> | means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.  |
| <b>Safe Levels</b>           | means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.   |
| <b>Standard</b>              | means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.  |
| <b>SANAS</b>                 | means the South African National Accreditation System.   |
| <b>TWA</b>                   | means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.  |

Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance

with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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

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

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

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|      |                                  |     |
|------|----------------------------------|-----|
| 10.1 | The <i>Contractor</i> is (Name): | [•] |
|      | Address                          | [•] |
|      | Tel No.                          | [•] |
|      | Fax No.                          | [•] |
|      | E-mail address                   | [•] |

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|      |   |      |
|------|---|------|
| 63.2 | The percentage for overheads and profit added to the Defined Cost for people is | [•]% |
| 63.2 | The percentage for overheads and profit added to other Defined Cost is          | [•]% |

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|         |                      |   |
|---------|----------------------|---|
| 11.2(9) | The Price List is in | <b>the document called 'Price List' in Part 2 of this contract.</b> |
|---------|----------------------|---|

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|          |   |  |
|----------|---|--|
| 11.2(10) | The offered total of the Prices is [Enter the total of the Prices from the Price List]: | <b>R[•]<br/>excluding VAT<br/>[in words]<br/>[•]<br/>excluding VAT</b> |
|----------|---|--|

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

## C2 Pricing Data

### C2.1 Pricing assumptions

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

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

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

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

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

## C2.2 Price List

The Price List is as follows:

| Item no.   | Description   | Unit   | Quantity | Rate | Price |
|--|---|--------|----------|------|-------|
| <b>Section A</b>                                       |   |        |          |      |       |
| 1  | P&G's (and include the following)   |        |          |      |       |
|  | 1.1 Site establishment  | Number | Sum      |      |       |
|  | 1.2 Health and Safety Requirements  | Number | Sum      |      |       |
|  | 1.3 Travelling Cost   | Km's   | Sum      |      |       |
|  | 1.4 Accommodation   | Number | Sum      |      |       |
|  | 1.5 Transport   | Number | Sum      |      |       |
|  | 1.6 Living Out Expenses   | Number | Sum      |      |       |
| 2  | Design & Procurement  | Number | Sum      |      |       |
| <b>Section B – New Drywall / Sound proofing method</b> |   |        |          |      |       |
| 4  | Supply and Install 6000mm high sound dampen drywall to the existing concrete walls with a double layer of 12,5mm sound dampen Gypsum Rhinoboard (or equivalent) including 50mm thick Isotherm insulation. All metal studs must be 400mm apart. (Include necessary scaffold) | Sqm    | 450      |      |       |
| 5  | Plaster and sand new drywall with Rhinoglide (or similar) and prepare to a smooth finish ready for painting   | Sqm    | 450      |      |       |
| 6  | Primer and Paint new drywall with two coats of paint. (Plascon paint or equivalent)   | Sqm    | 450      |      |       |
| <b>Section C – New Ceilings</b>                        |   |        |          |      |       |
| 7  | Supply and install new flush plaster ceiling with 12,5mm Gupsym Rhinobaord (or similar) and metal framework, including 50mm isotherm (or similar) sound dampen insulation.  | Sqm    | 220      |      |       |
| 8  | Plaster new flush plaster ceiling with Rhinolite (or equivalent) plaster to a smooth finish ready for painting  | Sqm    | 220      |      |       |
| 9  | Primer and paint the new ceiling with two coats of paint. (Plascon Paint or equivalent)   | Sqm    | 220      |      |       |
| <b>Section D – Doors</b>                               |   |        |          |      |       |
| 10   | Single Sound dampened door: Solid painted timber door into mild steel frame per SABS - 2400high including gasket. These are double doors  | Number | 3        |      |       |



|                           |   |        |     |  |  |
|---------------------------|---|--------|-----|--|--|
| 11                        | Supply and Install new Ironmongery lockset including doors stoppers   | Number | 3   |  |  |
|                           |   |        |     |  |  |
| <b>Section D – Floors</b> |   |        |     |  |  |
| 12                        | Supply and install commercial grade (high traffic) Belgotex Mod design - Enterprise, carpet (or equivalent) with Rubber backing (Eskom corporate Colors to be used) | Sqm    | 220 |  |  |
|                           |   |        |     |  |  |
|                           |   |        |     |  |  |
|                           |   |        |     |  |  |
|                           | <b>The total of the Prices (excluding VAT):</b>   |        |     |  |  |

## C3: Scope of Work

### C3.1 Works Information

The works is for the provision of noise mitigation within the maintenance offices located underground on the generator floor at Ingula Pumped Storage scheme. The works need to ensure that the noise level is reduced to within the required noise levels for office environment and shall include: the acoustic design supply and installation of all materials and equipment. The noise levels must in accordance with SANS standard 10103:2008.

#### 1. Description of the works

The scope of the *Works* includes the design, supply, and installation for noise mitigation of the three maintenance offices on the generating floor underground.

##### **Employer's Objective**

The *Employer's* objective is to provide a safe office space or working environment to the employees by reducing the impact of noise levels inside the offices.

##### **Employer's Philosophy**

- The works should have optimal structural strength as required.
- The works must be properly executed and provide high quality and technical performance.
- The Employer's philosophy is that the noise reduction equipment and infrastructure meet the criteria in terms of purpose, reliability, acceptability, appropriateness, affordability and sustainability.

##### **Engineering Philosophy**

The design which includes the selection of materials of the structures and the application is performed in accordance with latest internationally accepted standards as well as South African standards. A competent Contractor will be required to provide the works as stated in the works information.

##### **Maintenance Philosophy**

Maintenance of the works is kept at a minimum. Maintenance includes ease of inspection and replacement. Maintenance philosophy is to ensure long term health of all the systems.

##### **Operating Philosophy**

Operation and maintenance philosophy for the noise reduction works shall ensure safe and suitable work practises with adequate measures to deal with system failures.

### Scope

#### Background

The Ingula Pumped Storage Scheme is situated north-east of Van Reenen's Pass and straddling the provincial boundary of the Free State and KwaZulu Natal. The pumped storage scheme consists of an upper and a lower dam and are connected by underground waterways passing through a subterranean powerhouse with four (4) 333 MW generators.

The current maintenance office are situated on the upper surface outside turbine pumphouse. A need was identified for the Maintenance Staff to relocate their offices to an area underground as this will

improve response immediately to production issues and emergency breakdowns. An area near the turbine and generator had enough floor space and the plan is to relocate the maintenance staff to these offices.

The noise survey was conducted, and the assessment showed that the noise levels were found to be above the recommended maximum level of 45 dB (A) for offices. Although hearing loss from exposure to the measured levels is unlikely, complaints can be expected from employees as the noise levels are likely to cause speech communication disturbances, fatigue and lack of concentration.

## **Works**

The scope of this project includes but not limited to:

1. Evaluate the integrity of the existing offices.
2. Design and install the acoustic panels or any relevant system to reduce the noise levels inside the offices.
3. Testing the noise and comfort inside the offices before and after installation

The following areas shall be covered under this scope:

1. The Mechanical Maintenance Office – all the walls must be sound proofed
2. The Control and Instrumentation Maintenance Office – only the two external walls must be sound proofed
3. The Electrical Maintenance Office– all the walls must be sound proofed

All three office have a height of 6.0 meters, the detailed measurements are in the drawings provided.

The design must be based on sound engineering principles to reduce the sound level to within the required SANS requirements for office spaces.

Below is the recommended design but the contractor is still responsible to determine if it will be sufficient to reduce the noise levels to the recommended noise levels for office spaces.

New Dry Wall – the recommendation is creating a sound cavity:

- Supply and Install 6000 mm high sound dampen drywall to the existing concrete walls with a double layer of 12,5mm sound dampen Gypsum Rhinoboard (or equivalent) including 50mm thick Isotherm insulation. All metal studs must be 400mm apart.
- Plaster and sand new drywall with Rhinoglide and prepare to a smooth finish ready for painting.
- Primer and Paint new drywall with two coats of paint. (Plascon paint or equivalent).

New Ceilings:

- Supply and install new flush plaster ceiling with 12,5mm Gypsum Rhinoboard (or equivalent) and metal framework, including 50mm isotherm sound dampen insulation.
- Plaster new fushplaster ceiling with Rhinolite plaster to a smooth finish ready for painting.
- Primer and paint the new ceiling with two coats of paint. (Plascon Paint or equivalent)

Doors:

- Single Sound dampened door: Solid painted timber door into mild steel frame per SABS - 2400high including gasket. These are double doors.
- Supply and Install new Ironmongery lockset including doors stoppers.

Flooring:

- Supply and install commercial grade (high traffic) Belgotex Mod design (or equivalent) - Enterprise, carpet with Rubber backing (Eskom corporate Colours to be used)

It must be ensured that all services removed during the installation of the sound proofing need to be reinstated to be fully functional after the works are complete. These items will include but not limited to the following: lights, HVAC, fire protection, etc.

NB: Noise test to be conducted by a registered professional for noise levels, pre and post installation.

The area within which the *works* are situated is on an operational plant (power station) of the *Employer*. The *Employer* or his employees and others (other contractors and *Employer's* suppliers) will require access to and from the plant; the *Contractor* is therefore required to ensure that access and interfacing are properly managed.

## 2. Drawings

| Drawing number                      | Revision | Title  |
|-------------------------------------|----------|--|
| 2PPE05-0100-01099844<br>0.83/31 041 | 1        | FOUND. PLAN COMPLETE<br>MACHINE HALL – GENERATOR FLOOR – EL.1184.400   |
| None                                |          | INGULA PUMP STORAGE SCHEME<br>TURBINE AND GENERATION FLOOR LEVEL<br>OFFICE PARTITIONING PLAN FLOOR FINISHING |
|                                     |          |  |
|                                     |          |  |
|                                     |          |  |
|                                     |          |  |
|                                     |          |  |
|                                     |          |  |
|                                     |          |  |
|                                     |          |  |

## 3. Specifications

| Title                                   | Date or revision | Tick if publicly available |
|---|------------------|----------------------------|
| <b><u>General Specifications:</u></b>   |                  |                            |
| Health and Safety requirements          |                  |                            |
| Environmental requirements              |                  |                            |
| Site regulations and access control     |                  |                            |
|   |                  |                            |
| <b><u>Technical specifications:</u></b> |                  |                            |

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*. Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

##### 4.1 Meetings

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the services. Records of these meetings shall be submitted to the Employer's Agent by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for 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.

##### 4.2 Use of standard forms

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

##### 4.3 Invoicing and payment

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

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

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

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

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

#### 4.4 Records of Defined Cost

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

#### 4.5 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

The *Contractor* complies with and fulfils the *Contractor's* obligations in respect of the Accelerated and Shared Growth Initiative - South Africa in accordance with and as provided for in the *Contractor's* ASGI-SA Compliance Schedule stated below

*[Insert the agreed ASGI-SA Compliance Schedule here]*

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor's* actual delivery against the above stated ASGI-SA criteria. [Elaborate on access to and format of records and frequency of submission etc.]

The *Contractor's* failure to comply with his ASGI-SA obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

#### 4.6 BBBEE and preferencing scheme

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

#### 4.7 Facilities to be provided by the *Contractor*

The office that will be sound proofed will unoccupied and can be used as office and workshop areas.

#### 4.8 Title to material from excavation and demolition

All material, including the doors will be Eskom's property.

#### 4.9 Design by the *Contractor*

The *Contractor* shall provide the design of the sound proofing of the underground maintenance offices as in section 1 and the proposal shall be submitted to the *Employer* for acceptance.

**4.10 Cataloguing requirements by the Contractor**

Not applicable.

**5. Requirements for the programme**

The Contractor submits a bar (Gantt) chart programme in MS Project format as well as PDF format, detailing how the Works is executed within the stipulated dates, including weekends and public holidays. Additionally the programme shall comply with the requirements of clause 31 of NEC 3 Engineering and Construction Contract 2005 The programme indicates links between activities and will include the following:

- Proposed time to complete the activities as per the scope of work, this includes the manufacturing processes and construction phases.
- Field work, design, survey, record, prepare, clean, fabrication construction and installation for all activities.
- Health, Safety and Environmental considerations.
- Availability for testing (Materials, welds, cure periods) etc.

The Contractor takes full cognizance of the risks and obligations in terms of the contract. The program will be subject to acceptance by the Project Manager.

If the program has to be revised because the Contractor is falling behind, the Contractor shall submit a revised program showing the intended activities for meeting the completion date. Any proposal by the Contractor to increase the tempo of the works must incorporate positive steps to increase production either by the provision of more labour and plant on the site or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programme shall be sufficient reason for the Employer to take steps as set out in the conditions of contract.

Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Employer's approval.

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

| Item   | Date by which it will be provided |
|--|-----------------------------------|
| Water, sewage facilities for staff and electrical power supply point | Duration of the project.          |
|  |                                   |
|  |                                   |
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## C4: Site Information

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

#### 1. Access limitations

Ingula Pumped Storage Scheme is a National Key Point and all persons to arrive/visit have to comply/undergo the following:

- a) Strictly comply to date and times agreed upon.
- b) Adhere to Eskom's Life-saving Rules:
  - a. Open, isolate, test, earth, bond and/or insulate before touch.
  - b. Hook up at heights.
  - c. Buckle up.
  - d. Be sober.
  - e. Permit to work.
- c) Induction prior to work.
- d) Police clearance is required before you gain access to do any work.
- e) The maintenance offices are underground and only diesel vehicles are allowed.

The *Contractor* shall liaise with the Power Station Security Staff in order to obtain temporary permits for his staff and vehicle, which will be working within the Station.

Except for Construction Plant the *Contractor* shall be restricted to having only one other vehicle on site for transporting his employees and materials. Any other need is to be granted by the *Employers Representative*.

Personnel and vehicles entering and leaving the site are subject to routine searches and substance abuse testing.

The *Contractor* will have to obtain a "gate permit" from the *Employers Representative*, before materials and equipment can be removed from the site. The "gate permit" gives an itemized list of materials and equipment to be removed from site.

The *Contractor* shall make his own assessment of and shall allow in his rates for those access problems which may be encountered and no extra payment or claim of any kind will be allowed on account of difficulties of access to the Works.

#### Health and safety risk management

##### Eskom Life Saving Rules

***"Eskom takes a ZERO TOLERANCE stance to violation of Eskom Life Saving Rules and will apply appropriate sanctions for contraventions."***

Cardinal Rules are rules that describe such extreme behaviour that all reasonable employees would agree that anyone guilty of knowingly and wilfully violating one of them is putting their life in jeopardy. These rules are generally determined in terms of the consequences of the behaviours they describe, i.e. if a particular set of behaviours or actions have a very high probability of causing disabilities or fatalities, when performed.

These rules are created to enforce "zero tolerance" of serious at risk behaviours.

Below five rules have been developed that will apply to all Eskom employees and contractors. There may be instances where divisions have additional rules addressing their specific risks and these will be supplementary to the generic Eskom wide rules.

#### **RULE 1: Open, Isolate, Test, Earth, Bond and/or Insulate before Touch**

No person may work on any electrical network unless:

- He / she is trained and authorised as competent for the task to be done.
- A pre-task risk assessment to identify all risks and hazards has been conducted prior to any work commencing.
- An equipotential zone is created for each worker on the job site by earthing, bonding and/or insulating according to approved procedures.
- All conducting material is connected together, all staff on site wears electrical safety shoes and insulating techniques are applied according to standards.
- The authorised person (team leader) has certified and shown all team members that the apparatus is safe to work on.

### **RULE 2: Hook up at Heights**

Working at height is any work performed above a stable work surface, or where a person puts himself/herself in a position where he/she exposes himself/herself to a fall from or into.

No person may work at height where there is a risk of falling unless:

- A pre-task risk assessment to identify all risks and hazards has been conducted prior to commencing any work at height.
- You are appropriately trained.
- You are appropriately secured during ascending and descending.
- You are using an approved fall arrest system where applicable.

### **RULE 3: Buckle Up**

No person may drive any vehicle on Eskom business and/or on Eskom premises:

- Unless the driver and all passengers are wearing seat belts Note:
- Employees are encouraged to follow this rule even during personal driving time and to encourage family and friends to always wear their seatbelts.

### **RULE 4: Be Sober**

No person is allowed to work under the influence of drugs and/or alcohol.

### **RULE 5: Ensure that you have a Permit to Work**

- Where an authorisation limitation exists, no person shall work without the required Permit to Work (PTW), which is governed by Plant Safety Regulations, Operating Regulations for High Voltage Systems (ORHVS), etc.
- No plant is to be returned to service without the cancellation of all permits on the plant in accordance with procedure.

### **Suspension of works and services under a contract**

Any person may stop an activity, unsafe act or unsafe condition that poses or may pose a threat to the health and safety of an individual or create a risk of degradation of the environment. This includes any unauthorised work or service performed by or legally or contractually non-compliant acts or omissions by a supplier or such supplier's subcontractor or supplier.

Work stoppages that are initiated due to SHE concerns, non-compliance or poor performance related to the supplier's works or services, shall not warrant any financial compensation claim lodged against Eskom where the supplier has not met the requirements defined legally or contractually.

Work stoppages will be classified in accordance with the following and the applicable Eskom Work Stoppages shall be adhered to:

Temporary stoppage of activity(s)/task(s) due to SHE concerns, including the following circumstances:

Ad hoc work stoppages by Eskom management –at the discretion of the Eskom senior management, all work of a similar nature may be stopped due to the occurrence of a fatal or serious incident, and the applicable suppliers will be required to comply with and/or verify the conditions stipulated in the work stoppage instruction pack.

Stoppage /suspension/termination of contract

The contract custodian as defined in the Eskom contract with the main supplier will be the authorised person to communicate the stoppage/suspension / termination of the contract after seeking advice from Eskom's Legal Department and approval from the Business Unit Management.

**ESKOM Supplier evaluation questionnaire**

Please find the “ESKOM SHE EVALUATION QUESTIONNAIRE FOR SUPPLIER ASSESSMENTS” attached. This document will form part of the compulsory returnables for tender.

In addition to the requirements of the laws governing health and safety, Eskom may have some additional requirements particular to the *service* and the Affected Property for this contract:

**Health, safety and the environment:**

The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *service*. Without limitation the *Contractor*:  
accepts that the *Employer* may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Affected Property;  
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 the *service*; and  
undertakes, in and about the execution of the *service*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor*'s direction and control, likewise observe and comply with the foregoing.

The *Contractor* shall comply with the health and safety requirements.

**Health, safety and the environment File submission:**

The Contractor is expected to ensure that adequate time is allocated for the approval of their Health, Safety and Environmental File. This compulsory document must be prepared before an appointment with the Health & Safety Officer is made. The Health & Safety Officer will, upon receipt of this document, and after three working days, approve or reject the submission. No work shall start before the approval of the Health, Safety & Environmental File. Should the Contractor fail to rectify the shortcomings as outlined by the Health & Safety Officer, then Section 3.1.2 will apply.

The Health, Safety and Environmental File must contain (as a minimum) the following content, certified by true copies and affidavits as applicable for the works required:

1. Occupational health and safety policy
2. Health and safety plan
3. Section 37.2 legal agreement
4. Letter of good standing
5. Letter of appointment as contractor
6. Fall protection plan (if scope of work include working at height)
7. Incident reporting sample
8. Certificate of Registration
9. Specific Risk Assessment
10. Medical Certificate
11. Toolbox talks template.
12. PPE Checklist (ensure that all contractors coming to site have the PPE)
13. SHE Induction Training
14. Training certificates e.g. Working at height
15. Organogram
16. Safe work procedure

17. Checklists of the equipment that will be used on site.

**Additional safety requirements are:**

- The contractor's personnel will be subjected to breathalyser test upon entering site.
- All hazardous waste and containers will be removed from site by the suppliers.
- The contractor personnel will comply with any reasonable instruction given on site in the interest of safety and health.

The Contractor provides all the required safety and personal protective equipment to their staff for the duration of the contract.

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

Not applicable.

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

All known services will be brought to the attention of the *Contractor* by *Employers Representative*. Should the *Contractor* encounter any other services in the work area, he will immediately bring them to the attention of the *Employers Representative* who will issue instructions as to what actions are to be taken.

The protection of all pipes, gauges and plant is of extreme importance. Should any damage take place, which is due to the *Contractors* negligence, another *Contractor* will be brought onto site to affect repairs. All costs will be to the account of the *Contractor* who caused damage

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

The works will be done on offices below the ground surface.