NEC3 Engineering & Construction Contract

Between	**ESKOM HOLDINGS SOC Ltd (Reg No. 2002/015527/30)**
and	**(Reg No. _____)**
for	**Decommissioning of 11kV and 400V Overhead lines**

Contents:		**No of pages**
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Part C2	**Pricing Data**	**[●]**
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CONTRACT No. **[Insert at award stage]**

Part C1: Agreements & Contract Data

Contents:		No of pages
C1.1	Form of Offer and Acceptance [to be inserted from Returnable Documents at award stage]	[●]
C1.2a	Contract Data provided by the *Project Manager*	[●]
C1.2b	Contract Data provided by the *Contractor* [to be inserted from Returnable Documents at award stage]	[●]
C1.3	Proforma Guarantees	[●]

C1.1 Form of Offer & Acceptance

1 Offer

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

Decommissioning of 11kV and 400V Overhead lines

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.

Delete the Options which do not apply

Options A	The offered total of the Prices 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[1]	**R**
	(in words)	

This Offer may be accepted by the *Project Manager* 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 .....

Tenderer's CIDB registration number (if applicable) .....

[1] This total is required by the *Project Manager* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

2 Acceptance

By signing this part of this Form of Offer and Acceptance, the *Project Manager* identified below accepts the tenderer's Offer. In consideration thereof, the *Project Manager* 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 *Project Manager* 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 *Project Manager* 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 *Project Manager*'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 *Project Manager* 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 *Project Manager*		
	(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.

3 Schedule of Deviations to be completed by the *Project Manager* 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 *Project Manager* 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 *Project Manager* 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 *Project Manager* 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 *Project Manager***
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 *Project Manager*

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.

2. Some ECC3 options are always selected by Eskom Holdings SOC Ltd. The remaining ECC3 options are identified by shading in the left-hand column. In the event that the option is not required select and delete the whole row.

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X2 Changes in the law
		X7 Delay Damages
		X18 Limitation of liability

		Z: ***Additional conditions of contract***
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The *Project Manager* is (Name):	**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**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
10.1	The *Project Manager* is:	
	Address	**Kendal Power Station** **Kendal Balmoral Turn off N12** **Oggies** **2230**
	Tel	
	Fax	**N/A**
	e-mail	
10.1	The *Supervisor* is: (Name)	
	Address	**Kendal Power Station** **Kendal Balmoral Turn off N12** **Oggies** **2230**
	Tel No.	
	Fax No.	**N/A**
	e-mail	
11.2(13)	The *works* are	**Decommissioning of 11kV and 400V Overhead lines**
11.2(14)	The following matters will be included in the Risk Register	• Inclement Weather- Rain • Inclement weather – wind and dust • Ash falls out • Consequential rain delays • Unrest and site instability • Mpumalanga high water table

		• Construction hazards • Contact with remaining live 11kV/400V line • Induced voltage on adjacent conductors (Permanent Line) • Instability during pole removal/dismantling. • Poor workmanship or human error • Transportation and Waste disposal Challenges • Safety Risks During Dismantling		
11.2(15)	The *boundaries of the site* are	**Kendal Power Station Ash Disposal Facility**		
11.2(16)	The Site Information is in	**Part 4: Site Information**		
11.2(19)	The Works Information is in	**Part 3: Scope of Work and all documents and drawings to which it makes reference.**		
12.2	The *law of the contract* is the law of	**the Republic of South Africa**		
13.1	The *language of this contract* is	**English**		
13.3	The *period for reply* is	**5 calendar days**		
2	**The *Contractor's* main responsibilities**	**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.**		
3	**Time**			
11.2(3)	The *completion date* for the whole of the *works* is	**2 Months**		
11.2(9)	The *key date*s and the *condition*s to be met are:	***Condition* to be met**		***key date***
		1.	**Safety file submission and acceptance by the PM**	**13 January 2027 or 2 days after contract award**
		2.	**Method statements and Inspection Test Plan (ITP) submission and Acceptance by the PM**	**14 January 2027 or 3 days after contract award**
		3.	**Project Schedule submission and Acceptance by the PM**	**14 January 2027 or 3 days after contract award**
		4.		**2 Months**

			Completion of the whole works in line with the works information including acceptance of data books by the PM	
30.1	The *access dates* are:	**Part of the Site**		**Date**
		1	**Kendal ADF Area**	**11January 2027**
31.1	The *Contractor* is to submit a first programme for acceptance within	**3 days after Contract award.**		
31.2	The *starting date* is	**11January 2027**		
32.2	The *Contractor* submits revised programmes at intervals no longer than	**1 weeks (5 days)**		
35.1	The *Project Manager* is not willing to take over the *works* before the Completion Date.			
4	**Testing and Defects**			
42.2	The *defects date* is	**Fifty-two (52) weeks after Completion of the whole of the works.**		
43.2	The *defect correction period* is	**2 weeks after Completion of the whole of the *works***		
	except that the *defect correction period* for	**Safety is 1 day**		
	and the *defect correction period* for	**Environmental is 2 days**		
5	**Payment**			
50.1	The assessment interval is	between the 20th and the 24th of each successive month.		
51.1	The *currency of this contract* is the	**South African Rand.**		
51.2	The period within which payments are made is	**30 days.**		
51.4	The *interest rate* is	**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 Limited (as 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.
6	**Compensation events**	
60.1(13)	Assumed values for the ten-year return *weather data* for each *weather measurement* for each calendar month are:	**As stated in Annexure A to this Contract Data provided by the *Project Manager*.**
7	**Title**	**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.**
8	**Risks and insurance**	
80.1	These are additional *Project Manager*'s risks	**None**

9	**Termination**	**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.**
10	**Data for main Option clause**	
A	**Priced contract with activity schedule**	**There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.**
60.6	The *method of measurement* is	**Published and amended as stated in Part C2.1, Pricing Assumptions.**
11	**Data for Option W1**	
W1.1	The *Adjudicator* 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 www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
	Address	**the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.**
	Tel No.	
	Fax No.	**N/A**
	e-mail	**www.ice-sa.org.za**
W1.2(3)	The *Adjudicator nominating body* 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 www.ice-sa.org.za) or its successor body.**
W1.4(2)	The *tribunal* is:	**arbitration.**
W1.4(5)	The *arbitration procedure* 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 - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

12	**Data for secondary Option clauses**	
X2	**Changes in the law**	**There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.**
X7	**Delay damages**	
X7.1	Delay damages for Completion of the whole of the *works* are	**10 % of the Total of the Prices at Contract Date**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Project Manager* for indirect or consequential loss is limited to:	**R0.0 (zero Rand)**
X18.2	For any one event, the *Contractor*'s liability to the *Project Manager* for loss of or damage to the *Project Manager*'s property is limited to:	**the amount of the deductibles relevant to the event**
X18.3	The *Contractor*'s liability for Defects due to his design which are not listed on the Defects Certificate is limited to	**The greater of** • **the total of the Prices at the Contract Date and** **the amounts excluded and unrecoverable from the *Project Manager*'s assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as at contract date.**
X18.4	The *Contractor*'s total liability to the *Project Manager* for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	**the total of the Prices other than for the additional excluded matters.** **The *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **Defects due to his design which arise before the Defects Certificate is issued,** • **Defects due to manufacture and fabrication outside the Site,** • **loss of or damage to property (other than the *works*, Plant and Materials),** • **death of or injury to a person and** • **infringement of an intellectual property right.**
X18.5	The *end of liability date* is	**(i) [7] years after the *defects date* for latent Defects and** **(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.**

		A latent Defect is a Defect which would not have been discovered on reasonable inspection by the *Project Manager* or the *Supervisor* before the *defects date*, without requiring any inspection not ordinarily carried out by the *Project Manager* or the *Supervisor* during that period. **If the *Project Manager* or the *Supervisor* do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the *Project Manager* or the *Supervisor* to have discovered the Defect.**
Z	**The *Additional conditions of contract* are**	**Z1 to Z15 always apply.**

Z1 Cession delegation and assignment

Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Project Manager.*

Z1.2 Notwithstanding the above, the *Project Manager* 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 Joint ventures

Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Project Manager* for the performance of this contract.

Z2.2 Unless already notified to the *Project Manager*, the persons or organisations notify the *Project Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.

Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Project Manager* having been given to the *Contractor* in writing.

Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status

Z3.1 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 *Project Manager* within seven days of the change.

Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.

Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Project Manager* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Works.

Z3.4 Failure by the *Contractor* to notify the *Project Manager* of a change in its B-BBEE status may constitute a reason for termination. If the *Project Manager* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

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 *Project Manager* 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 *Project Manager*.

Z4.5 The *Contractor* ensures that all his subcontractors 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 *Project Manager* may appoint him as the “Principal *Contractor*” (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“the Construction Regulations”) for the Site;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
- undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his

Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z7 Provision of a Tax Invoice and interest. Add to 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 *Project Manager* with a tax invoice in accordance with the *Project Manager*'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 *Project Manager* 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 *Project Manager* 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 *Project Manager*'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 *Project Manager's* limitation of liability

Z9.1 The *Project Manager'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 *Project Manager*'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 *Project Manager* 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 Subcontractors 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 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 *Project Manager* 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 *Project Manager* 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 *Project Manager* can terminate the *Contractor*'s obligation to Provide the Services for this reason.

Z12.3 If the *Project Manager* 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 *Project Manager* 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 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**
Loss of or damage to the *works*, Plant and Materials	The replacement cost where not covered by the *Project Manager*'s insurance The *Project Manager*'s policy deductible, as at Contract Date, where covered by the *Project Manager*'s insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract	**Loss of or damage to property** *Project Manager*'s property The replacement cost where not covered by the *Project Manager*'s insurance The *Project Manager*'s policy deductible, as at Contract Date, where covered by the *Project Manager*'s insurance Other property The replacement cost **Bodily injury to or death of a person** The amount required by applicable law
Liability for death of or bodily injury to employees of the *Contractor* 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 *Project Manager* provides the insurances stated in the Insurance Table B.

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum l of indemnity
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

Z14 Nuclear Liability

Z14.1 The *Project Manager* 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 *Project Manager* 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 *Project Manager* or of a person acting on behalf of the *Project Manager*.

Z14.3 Subject to clause Z14.4 below, the *Project Manager* 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 *Project Manager* or of a person acting on behalf of the *Project Manager*.

Z14.4 The *Project Manager* 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.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	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.
Standard	means the *Project Manager*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	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 *Project Manager* 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 *Project Manager* 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 *Project Manager* 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 *Project Manager* at the *Project Manager*'s expense, and conducted in line with South African legislation.

One-in-ten-year-return *weather data*

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 the *Project Manager*.

Weather Measurements – Kendal Power Station (10-year rainfall data, 2013 – 2023)

Weather Measurement – Rainfall: Kendal Power Station												
The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.												
2013	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Number of days with rainfall > 10 mm	3	1	3	2	0	0	0	0	0	4	3	5
Cumulative rainfall within calendar month (mm)	64	33	96	68	0	0	0	0	5	85	68	141
Days with temperature < 0 °C	No data											
Days with snow lying at 09:00 CAT	No data											
2014	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Number of days with rainfall > 10 mm	2	2	3	0	0	0	0	0	0	0	1	4
Cumulative rainfall within calendar month (mm)	31	38	128	7	0	0	0	0	0	5	67	133
Days with temperature < 0 °C	No data											
Days with snow lying at 09:00 CAT	No data											
2015	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Number of days with rainfall > 10 mm	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative rainfall within calendar month (mm)	27	0	0	0	0	0	0	0	0	0	0	0
Days with temperature < 0 °C	No data											
Days with snow lying at 09:00 CAT	No data											
2016	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Number of days with rainfall > 10 mm	5	0	0	0	0	0	0	0	0	0	6	5
Cumulative rainfall within calendar month (mm)	113	19	0	0	0	0	0	0	0	0	170	123
Days with temperature < 0 °C	No data											
Days with snow lying at 09:00 CAT	No data											
2017	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Number of days with rainfall > 10 mm	4	3	0	1	1	0	0	0	1	2	5	5
Cumulative rainfall within calendar month (mm)	118	120	24	54.5	42.5	0	0	0	26	62.6	164.3	186
Days with temperature < 0 °C	No data											
Days with snow lying at 09:00 CAT	No data											
2018	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Number of days with rainfall > 10 mm	2	3	3	1	0	0	0	0	0	2	1	3
Cumulative rainfall within calendar month (mm)	48	46	63	48.5	10	0	1	0	11	58	46.3	123
Days with temperature < 0 °C	No data											
Days with snow lying at 09:00 CAT	No data											

Weather Measurement – Rainfall: Kendal Power Station												
The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.												
2019	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Number of days with rainfall > 10 mm	4	1	0	1	0	0	0	0	0	0	2	5
Cumulative rainfall within calendar month (mm)	133	46	7	37	0	0	0	0	10	4	86	210
Days with temperature < 0 °C	No data											
Days with snow lying at 09:00 CAT	No data											
2020	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Number of days with rainfall > 10 mm	3	1	4	4	0	0	0	0	0	1	5	0
Cumulative rainfall within calendar month (mm)	99	47	103	118	0	0	0	0	0	26	154	43
Days with temperature < 0 °C	No data											
Days with snow lying at 09:00 CAT	No data											
2021	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Number of days with rainfall > 10 mm	1	3	1	1	1	0	0	0	0	2	7	5
Cumulative rainfall within calendar month (mm)	27	118	20	28	26	7	0	0	0	66	142	192
Days with temperature < 0 °C	No data											
Days with snow lying at 09:00 CAT	No data											
2022	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Number of days with rainfall > 10 mm	3	2	1	8	0	0	1	0	0	5	5	7
Cumulative rainfall within calendar month (mm)	120	52	31	171	10	10	15	0	0	260	190	203
Days with temperature < 0 °C	No data											
Days with snow lying at 09:00 CAT	No data											
2023	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Number of days with rainfall > 10 mm	5	7	5	0	4	1	0	0	5	5	5	9
Cumulative rainfall within calendar month (mm)	10	116	25	5	120	20	0	0	0	0	0	90
Days with temperature < 0 °C	No data											
Days with snow lying at 09:00 CAT	No data											
10-year average (2013 – 2023)	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Number of days with rainfall > 10 mm	**8**	**7**	**20**	**18**	**2.4**	**0.1**	**0.1**	**0**	**5**	**7**	**9**	**9**
Cumulative rainfall within calendar month (mm)	**78.9**	**63.5**	**49.68**	**53.7**	**20.85**	**3.7**	**1.6**	**0**	**5.2**	**56.66**	**108.76**	**144.35**
Days with temperature < 0 °C	No data											
Days with snow lying at 09:00 CAT	No data											

Source: Annexure A – 10-year weather measurement (rainfall) data, Kendal. No data is available for days with temperature below 0 °C or days with snow lying.

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)[2] 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 *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *direct fee percentage* is The *subcontracted fee percentage* is	**%** **%**
11.2(18)	The *working areas* are the Site and	
24.1	The *Contractor's* key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	

[2] Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see www.ecs.co.za

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(3)	The *completion date* for the whole of the *works* is			
11.2(14)	The following matters will be included in the Risk Register			
11.2(19)	The Works Information for the *Contractor*'s design is in:			
31.1	The programme identified in the Contract Data is			
A	**Priced contract with activity schedule**			
11.2(20) 11.2(30)	The *activity schedule* is in The tendered total of the Prices is	**(in figures)** **(in words), excluding VAT**		
	Data for Schedules of Cost Components	*Note "SCC" means Schedule of Cost Components starting on page 60, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).*		
A	**Priced contract with activity schedule**	**Data for the Shorter Schedule of Cost Components**		
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:	**Equipment**	**Size or capacity**	**Rate**
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are **Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates.** **Please insert another schedule if foreign resources may also be used**	**Category of employee**	**Hourly rate**	

62 in SSCC	The percentage for design overheads is	**%**
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	

Part C2: Pricing Data

ECC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
C2.2	The *activity schedule*	

C2.1 Pricing assumptions: Option A

1 How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract. (27) The Price for Work Done to Date is the total of the Prices for • each group of completed activities and • each completed activity which is not in a group. A completed activity is one which is without Defects which would either delay or be covered by immediately following work. (30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

2 Function of the Activity Schedule

Clause 54.1 in Option A states: “Information in the Activity Schedule 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 Activity Schedule 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 Activity Schedule. The Activity Schedule is only a pricing document.

3 Link to the programme

Clause 31.4 states that “The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance”. Ideally the tendering contractor will develop a high level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

4 Preparing the *activity schedule*

Generally it is the tendering contractor who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The *Project Manager*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Contractor:*

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Project Manager's* risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

C2.2 The *activity schedule*

DESCRIPTION	PRICE AT THE CONTRACT DATE
ESTABLISHMENT	*R* -
DE-ESTABLISHMENT	*R* -
CONTRACTUAL OBLIGATION	*R* -
DECOMMISSIONING OF 11KV OVERHEAD LINE SCHEDULE SCOPE	*R* -
DECOMMISSIONING OF 400Vac OVERHEAD LINE SCHEDULE SCOPE	*R* -
CIVIL WORKS	*R* -
ANCILLARY	*R* -
Sub-Total	***R*** **-**
VAT 15%	*R* -
Total (excluding VAT)	***R*** **-**
Total (including VAT)	***R*** **-**

Part C3: Scope of Work

Document reference	Title	No of pages
	This cover page	1
C3.1	*Project Manager*'s Works Information	
C3.2	*Contractor*'s Works Information	
	Total number of pages	

C3.1 *Project Manager*'s works Information

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1 Description of the *works*

1.1 Executive overview

This document outlines the comprehensive scope of work for the decommissioning of the 11kV and part 400V temporary overhead power line that were erected under engineering request (500000026783). The purpose of these lines was to power park homes shown in Appendix A. The park homes were occupied by civil engineering contractor that was appointed for Ash Disposal Facility Extension Project Package 1Supporting Clauses.

The employer seeks to appoint a competent electrical contractor to safely decommission approximately 1.8 km of 11 kV overhead line and approximately 1.4 km of 400 V overhead line in accordance with approved drawings, applicable standards, and site safety requirements

1.2 *Project Manager*'s objectives and purpose of the *works*

The purpose of this document is to define the step-by-step methodology for the safe execution of works, and to identify and assess the risks associated with the decommissioning of the 11 kV and part 400 V overhead lines.

1.3 Interpretation and terminology

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

1.3.1 Normative

1. ISO 9001 Quality Management Systems.
2. ISO 14001 Environmental Management Standards
3. Kendal Quality Manual *1017374
4. Document and Record Management *1015695
5. Non-Conformance, Corrective and Preventive Action *1017357
6. Integrated Risk Management *1017401
7. Control and Approval of Quality Plan *1017482
8. Control of Monitoring and Measuring Equipment *1017483

1.3.2 Informative

1. 240-62196227 Life Saving Rules

Definitions	**Description**
Access	The permission for the area, building or machinery to be used for the purpose of carrying out the work subject to the regulations pertaining to Plant Permits and Work Permits.
Cross Arm Assembly	A descriptive term used to include all pole top crossarm components and fixings.
Dead	Testing each conductor or bus with an approved voltage-detecting device, after isolations effected, to confirm the absence of voltage before earthing and commencing work.
Decommissioning	The planned, controlled process of isolating, disconnecting, dismantling, removing and disposing of or salvaging electrical plant, equipment and infrastructure that is no longer required for service.
Ground span	That horizontal distance between supporting structures, that on level ground with the conductor at

	maximum sag, enables the statutory clearance of the conductor above the ground to be achieved.
Isolation	Make safe to work on by effectively disconnecting from all possible sources of dangerous energy and / or harmful substances
Over Headline	Overhead power line, including all poles, conductors, stays, anchors, insulators, cross-arms, fittings and associated hardware.
Permit To Work	The permit issued in terms of Eskom Generation Plant Safety Regulations (GGR 0992), which allows work to be carried out on machinery for which a safety clearance certificate has been issued and become effective at safety clearance.
Responsible Person	Means a person who has been authorised in terms of these regulations to be responsible for ensuring that the work on the plant covered by a permit to work be carried out and executed taking health and safety precautions into account and within the terms of these regulations.
Risk Assessment	Program to determine as far as reasonably possible, what the dangers / hazards to the health and safety of persons attached to any activity or work and plant operation are and the precautions that are to be taken to mitigate the risks, dangers and hazards,
Sag	The vertical distance, under any system of conductor loading, between the conductor and a straight line joining adjacent supporting points, measured at.

1.3.3 Disclosure Classification

Controlled disclosure: controlled disclosure to external parties (either enforced by law, or discretionary).

The following abbreviations are used in this Works Information:

ABBREVIATIONS Abbreviation	**Description**
AC	Alternating Current
AO	Appointed Operator
GCD	Group Capital Division
Gx	Generation
HV	High Voltage
kV	Kilo Volts
LV	Low Voltage
OHL	Overhead Line
OHSA	Occupational Health and Safety Act
ORHVS	Operating Regulations for High Voltage Systems
PLS	Power Line Systems
PSR	Plant Safety Regulations
PTW	Permit To Work
RP	Responsible Person
SANS	South African National Standards
WP	Work Permit

1.4 Roles and responsibilities

Contractors Safety and Environment Department

Contractors' roles and responsibilities are not limited to the following;

- Ensure compliance with OHS Act and putting in place of enforcement mechanism
- Regular internal communication at all levels by way of meetings and discussions concerning health and safety
- Identify hazards in different areas and conduct task risk assessments regarding employees acts
- Coordinate and identify SHE training gaps
- Development and implementation of safety policies and procedures
- Report incidents
- Provide waste management receptacles and mobile ablution facilities for employees on site

Develop and provide a detail Environment Management Plan to the acceptance of Eskom. This Activity to be conducted in line with the Integrated Environmental Authorisation and Eskom Updated Environment Management Program.

Contractors Quality and Assurance Department

Contractors' roles and responsibilities are not limited to the following;

- Ensure quality control processes are in place.
- Ensure adherence to Eskom operating procedures, policies, guidelines and plant safety regulations
- Review and accept quality plans

1.5 Process for monitoring

Inspections and quality control documents will be used to monitor progress and quality of the work.

1.6 Description of works

1.6.1 *Project Manager*'s Objective and the Purpose of the works

The *Project Manager's* objective is to:

- *Employ* a successful *Contractor* to complete the works for the project within the agreed time frame and to the required quality standards in line with Eskom Health and Safety Regulations.
- Decommission, dismantle and remove from service temporal approximately1.8 km 11 kV and 1.3 km 400 V overhead power line and, including all associated structures, electrical equipment, conductors, insulators, stays, earthing and fittings within the defined Site.

The purpose of the works is to:

- Provide a safe, execution in decommissioning and dismantling OHL together with all activities necessary to isolate and make safe the assets, strip out, handle, transport and dispose of redundant materials, ensuring compliance with all applicable SANS standards, OHS Act and Eskom regulations in terms of PSR and ORHVS. The proposed works include rehabilitation of groundwork damage and implementation of environmental requirements.

1.7 *Contractor*'s Design Responsibilities

- The *Contractor* shall provide the Works to achieve the *Project Manager*'s objective to safely decommission the existing 11 kV and 400V overhead power line and associated equipment, protect existing and future installations and avoid damage to persons, the works, properties and third-party assets.
- The *Contractor* shall remove and dispose all redundant structural materials, including conductors, stays and earth wires electrical equipment, cables, to an approved local disposal site and, on completion of the Works, transports and dispose all remaining materials from Kendal Power Station to the dump site located approximately 70 km from the Site

1.7.1 Risk Assessment and Pole Stabilisation

The scope further mandates the contractor to conduct detailed pre-decommissioning risk assessments to identify potential hazards, to ensure a controlled and safe removal process.

The *Contractor* shall identify and record the structural condition and stability status of all support poles during the pre-job risk assessment and implement appropriate control measures prior to commencing work.

1.8 Detailed scope of work

The works comprise the safe de-commissioning, disconnection, dismantling, removal, transport, disposal, of the complete temporary 11 kV and 400 V overhead power line (OHL) installation, together with the de-commissioning and disconnection of all associated electrical power supply to the park home, electrical equipment (which includes drop down cables and transformer). The work includes transportation of all disposal materials to the storage facility to be provided by the *Project Manager*.

1.8.1 Decommissioning of 11kV approximately 1.8 km OHL

The *Contractor* shall:

I. Provide suitable equipment/machinery for the extraction, loading, securing, transporting and off-loading of the retracted poles, and ensure that all associated lifting equipment comply with the Occupational Health and Safety Act and the Construction Regulations.
II. De-tension the overhead line conductors safely and in line with an approved method statement.
III. Remove line anchors; line stays and all cross-arms from the overhead line pole structures and transport them to the designated dumping site located approximately 70 km from the ADF area.
IV. Retract all existing +/-14 m long poles (31 poles in total) from the ground.
V. Remove all 35 mm² fox line conductors from the overhead line.
VI. Unfasten all conductors from the two-strain pole in a controlled sequence and in accordance with the approved method statement.
VII. Remove all line jumpers from the overhead.

The *Contractor* shall be responsible for loading, securing, transporting and off-loading all the disposable structures and materials at the local storage facility provided by the *Project Manager* and to the dump site located approximately 70km from the Kendal ADF site.

- The *Contractor* shall remove the existing 315 kVA, 11 kV / 400 V transformers (approximate mass 550 kg) from the concrete slab. The *Contractor* shall provide suitable lifting equipment and rigging arrangements rated for the mass of the transformer, in compliance with the Driven Machinery Regulations.
- The *Contractor* shall transport the removed 315 kVA transformer from the site and deliver it to the *Project Manager*'s designated premises located approximately 3 km from the ADF area. The *Contractor* shall hand over the transformer to the *Project Manager*'s representative and obtain written acknowledgement of receipt.
- The *Contractor* shall break out and remove the existing 2 m × 2 m × 0,2 m concrete transformer slab from the Site and transport the debris to the designated disposal facility located approximately 70 km from the ADF area. The *Contractor* shall reinstate the area previously occupied by the slab to the safest condition in line with safety and environmental requirements.
- The *Contractor* shall remove all cut-out fuses and surge arresters associated with the 11 kV fox conductor.
- The *Contractor* shall remove the distribution board associated with the 315 kVA transformer and hand it over to the *Project Manager*'s representative. The *Contractor* shall obtain written acknowledgement of receipt from the *Project Manager* upon handover.
- The *Contractor* shall remove the existing 250 m long, 70 mm² and 6 mm² power cables from the Site and hand them over to the *Project Manager*'s representative. The *Contractor* shall obtain written acknowledgement of receipt from the *Project Manager* upon handover.
- The *Contractor* shall remove the gang isolator from the overhead line.

1.8.2 Decommissioning of approximately 1.4 km 400VOHL

- The *Contractor* shall remove and retract twenty-eight (28) poles installed to an approximate depth of 1.5 m below ground level. All excavated areas shall be backfilled, compacted, and rehabilitated to match the surrounding ground conditions.
- The *Contractor* shall unstring and remove approximately 1.4 km of bundled conductor from the eighteen (28) poles, ensuring that the works are carried out safely and without damage to surrounding infrastructure.
- The *Contractor* shall coil, handle, and transport all removed bundled conductors to the designated disposal site located approximately 70 km from the ADF area.
- The *Contractor* shall remove the exposed portion of the power cable, approximately 100 m and 35 mm², and hand it over to the *Project Manager* in a recoverable condition.

- All materials designated for handover shall remain at the local storage facility provided by the *Project Manager*, and the *Contractor* shall ensure proper handling, storage, and delivery.

1.8.3 Defining splitting point

- The *Contractor* shall carry out the works in accordance with the *Project Manager*'s safety rules, the Permit to Work system, and applicable SANS, Eskom standards and Life Saving Rules.
- The *Contractor* shall assess the structural condition of the pole and the mechanical loading prior to removal of the cable.
- The *Contractor* shall install temporary stays to the pole before disconnecting the overhead cable, using at least two stay wires anchored into sound ground and attached at or near the existing cable attachment height.
- The *Contractor* shall tension and secure the stays to prevent swinging or excessive movement of the pole during and after removal of the cable and shall maintain the stays in place until the pole is retracted or permanently braced.
- The *Contractor* shall disconnect all cores from terminals and positively identify each core with durable phase/neutral markings where required.
- The *Contractor* shall trim, insulate and terminate each core individually using insulated lugs, ferrules, caps or heat-shrink sleeves, so that no bare conductor is exposed and no core can make electrical contact with another core or with the splitter box enclosure.
- The *Contractor* shall dress the insulated cores neatly within the splitter box, secure them with cable ties or saddles, and maintain clear separation from any earth/metalwork.

1.8.4 Safety Precautions

- All safety precautions, isolation practices and conductor terminations at the splitter box shall comply with the requirements of SANS 10142-1 for low-voltage installations and with Eskom's pole-mounted service distribution box specifications.
- The *Contractor* shall ensure that clearances, earthing, protection devices, cable entries, labelling and enclosure integrity meet or exceed these standards when one branch of the 400 V network is retained in service and the remaining approximately 1.4 km section is decommissioned.

The Figure 1 below illustrates the designated electrical point of separation at the splitter box, where one section of the 400 V overhead line will remain in service and the remaining section will be permanently decommissioned.



Figure: Power Distribution Point

1.8.5 Common Hazards and Controls

The *Contractor* shall implement safety measures and controls to manage common hazards that may harm workers during decommissioning activities. Below are some of the Common Hazards to be take into consideration.

- Accidental contact with a line that is still energised or has been inadvertently re-energised due to incorrect isolation, auto-reclose, or back-feed from another source.
- Flashover or arcing when conductors, tools or plant come too close to live lines nearby, especially when dismantling under or adjacent to existing live circuits.
- Touching or approaching low-hanging or grounded conductors that may still be live, particularly after storm damage or partial dismantling.
- Instability or collapse of poles, stays or cross-arms when the mechanical balance changes as conductors are cut, lowered or removed.
- Uncontrolled movement of conductors during cutting and lowering, leading to whip, snap-back or contact with workers, other lines, vehicles or structures.
- Plant and vehicles (cranes, TLBs, trucks) entering the danger zone of live overhead lines when accessing or dismantling LV structures.
- Poor visibility, high winds, rain or lightning increasing the risk of conductor swing, loss of control, or misjudged clearances during dismantling.
- Incomplete documentation or marking of decommissioned circuits, allowing later accidental reconnection of a line that has been physically removed but not properly recorded.

1.9 Civil works

1.9.1 Backfilling of excavations post removal of the 11kV & 400V powerlines

- The *Contractor* shall barricade all work areas and install appropriate warning signs in accordance with the *Project Manager*'s health and safety requirements.
- The *Contractor* shall procure and supply suitable backfill material (G5/G6) from a quarry and shall provide the associated material quality certificates and mining rights.

- The *Contractor* shall remove and dispose of all debris, loose spoil and unsuitable material from the pole excavations once the poles have been removed, in accordance with the environmental and waste-management requirements stated in the Scope.
- The *Contractor* shall prepare and trim the excavations to ensure that they are suitable for backfilling.
- The *Contractor* shall backfill the excavations in accordance with SANS 1200 and SANS 2001, placing backfill in layers not exceeding 150 mm loose thickness and achieve a minimum of 93–95% Mod AASHTO density.
- The *Contractor* shall carry required compaction tests in accordance with SANS 3001.

1.9.2 General requirements

1.9.2.1 Health & safety requirements

The *Contractor* prepares and submits a health and safety plan (Safety File) in terms of the

Construction Regulations, 2014, for acceptance by the *Project Manager* before accessing the Site. Reference should be made to **Project Reference Number: 559-137995047** SHE document.

The *Contractor* shall co-ordinate with the *Project Manager* to ensure that the *Project Manager* isolates the

temporary 11 kV overhead power line from the Eskom Generation (Gx) prior to the commencement

of any work. The *Contractor* shall not commence any works on the line until the Permit to work has

been issued stating that the line has been isolated and is safe to work on.

The *Contractor* must ensure that the below safety measures are implemented:

- Fall protection measures are in place for all work at heights, including pole climbing and lowering the conductor.
- Lifting operations comply with the Driven Machinery Regulations and the *Contractor*'s approved lifting plan. The *Contractor* must provide and maintains all personal protective equipment (PPE).

Only competent, authorized person carry out switching, isolation, proving dead, earthing and live-line-proximity work.

Permit to Work system shall be maintained for all HV and LV isolation and de-commissioning activities.

Working near live lines shall comply with the minimum clearances must be in line with ORHVS

and OHSA requirements, and these clearances shall be always maintained during dismantling

and ongoing construction activities.

1.9.2.2 Quality requirements

The *Contractor* prepares and submits a quality plan for acceptance by the *Project Manager* before

starting work on Site. The quality plan addresses, as a minimum:

- Inspection and test plans (ITPs) for each key activity (isolation, dismantling, excavation, reinstatement).
- Hold and witness points.
- Non-conformance reporting and corrective action procedures.

1.9.2.3 Environmental requirements

- All waste classified, handled, transported and disposed of at a licensed facility in compliance with the National Environmental Management: Waste Act.
- Waste manifests and disposal certificates shall be submitted to the *Project Manager*
- All environmental related incidents must be reported immediately to the *Project Manager* and the relevant environmental site representative.

1.9.2.4 Other contractual requirements

Acceptable Dismantle Practices – Once the conductors have been removed from the wooden poles, the method for dismantling and removal of poles from the site shall comply with the current safe work practices

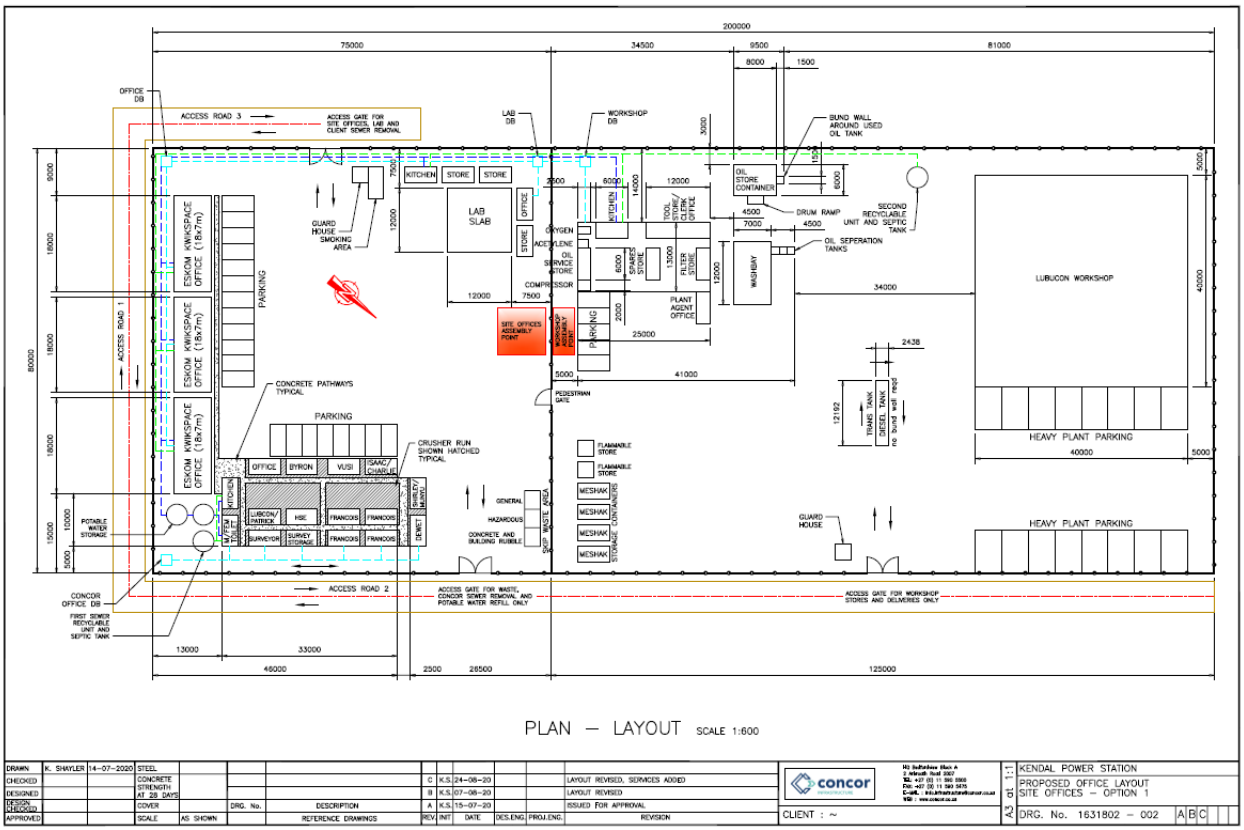
1.9.2.5 Site inspection

- The *Contractor* shall, prior to commencement of any decommissioning activities on the Overhead Line (OHL), undertake a compulsory site inspection to fully acquaint themselves with the prevailing site conditions.
- This includes, but is not limited to, verification of access routes, terrain, existing infrastructure, environmental constraints, and any factors that may affect the dismantling, handling, transport, storage, and safe custody of materials and equipment.
- The *Contractor* shall also assess all logistical requirements related to supply, carriage, unloading, and carting of recovered materials.
- No claims arising from insufficient knowledge of site conditions, access limitations, or any other local factors will be considered.

1.9.3 Completion of the works

- On completion of the work all equipment shall be lowered to the ground and the site cleared of all debris; split; wire nuts bolts etc.
- Removed all 11 kV and 400 V OHL conductors, poles, stays, anchors, insulators, cross-arms, fittings and hardware and electrical equipment from the Kendal ADF Site as quickly as possible to reduce theft and damage to people or other site infrastructure.
- De-commissioned and disconnected the park home electrical supply, with all supply points terminated and made safe.
- Removed or disposed of all temporary distribution equipment, switchgear, transformers, protection and metering devices.
- Backfilled all excavations and reinstated disturbed areas to the condition stated in this Scope.
- Obtained and submitted waste disposal certificates to the *Project Manager*.
- Handed over a safe, clean Site with no remaining poles, stumps, stay rods, anchors, debris or unsafe remnants.
- Handed over a safe, clean Site with no remaining poles, stumps, stay rods, anchors, debris or unsafe remnants.

APPENDIX A: Lay Down Area for A Civil Engineering *Contractor*



Appendix B: 11kV OHL Disconnection Point:



2 Management and start up

2.1 Management meetings

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

Title and purpose	**Approximate time & interval**	**Location**	**Attendance by:**
Risk register and compensation events	Weekly as advised by the *Project Manager*	Site Boardroom	*Project Manager* *Contractor*, *Supervisor*
Overall contract progress and feedback	Daily as advised by the *Project Manager*	Site Boardroom	*Project Manager* *Contractor*, *Supervisor*
Contractors Safety Meetings	Monthly on Mondays @ 09h00 to 11h00 or as advised by the *Project Manager*	Site Boardroom	*Project Manager* *Contractor*, Supervisor
Document Management	Adhoc	TBC	*Project Manager*, *Contractor*, Supervisor, and Others as per the invite from the *Project Manager*
Quality meeting	As advised by the *Project Manager*	TBC	*Project Manager*, *Contractor*, Supervisor, and Others as per the

			invite from the *Project Manager*

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 or a register prepared and 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.

2.2 Documentation control

- All documents and records must be managed according to Technical Document and Record Management Work Instruction (240-76992014), Reporting and Data Requirements Specification for Contractors (240-83561037) and all other Engineering standards referenced in this Service Information.
- Any uncertainty regarding all specified documents should be clarified with the Service Manager and clarification updates should be reflected in clarification meeting minutes. The language of all documentation shall be in English.
- All contractual communications shall be issued using the approved communication *Project Manager*–*Contractor* Communication Matrix.

2.2.1 Vendor Document Submittal Schedule (VDSS) or Master Document List (MDL)

- Together with the first programme, The *Contractor* submits to the *Project Manager*, for his approval, a vendor document submittal schedule (“VDSS”)) or Master Document List (MDL) which contains a full list of the *Contractor*’s Documents including but not limited to the list and description of each method statement, Inspection Test Plan, Risk Assessments, Safe Operating Procedures, Safety Environmental documents, Data Books, Technical Documents, and their corresponding submission dates.

- The VDSS/MDL are consistent with the programme (and with the VDSS submitted with the Tender, if any, including any alterations or additions negotiated and agreed to between the Parties as at Contract Date).
- Whenever the *Contractor* is required to submit a revised programme under the Contract, he, to the extent that the VDSS is inconsistent with the revised programme, also submit a revised VDSS for the *Project Manager*’s approval.

2.2.2 Monthly Progress Reports

- The *Contractor* submits monthly progress reports to the *Project Manager*. The reports are submitted in writing in a form approved by the *Project Manager*.
- Each report covers a period of a calendar month save that the first report covers the period up to the end of the first calendar month following the Commencement Date. The “data date” is the 3rd (third) Saturday of

- Reports are submitted by the 4th (fourth) day of the month following the month to which the report relates.

Each report includes:

1. An executive summary that provides a narrative summary of matters referred to in 2 to 3 below;
2. Charts and detailed descriptions of the status of the Works in narrative format, including each stage of design, *Contractor*’s Documents, procurement, manufacture, delivery to the Project Site (or at other

places, if any, as may be specified under the Contract as forming part of the Site), construction, erection, commissioning and testing;

3. For the manufacture of each main item of Plant, the name of the manufacturer, manufacturers location, percentage progress and the actual or expected dates of commencement of manufacture, inspections, pre-delivery tests and delivery to the Project Site (and/or at other places, if any, as may be specified under the Contract as forming part of the Site);
4. Comparisons of actual and planned progress from the programme, detailing activities completed, the percentage progress of each activity in progress, completed and not completed and activities not started (depicted in a 2-bar bar chart format with an upper bar displaying the current status and a lower bar displaying planned status for each activity);
5. A critical path analysis completely detailing all negative total float paths together with a written description of the issue and root cause and the detailed recovery plan(s);
6. Color photographs in digital format showing progress in the course of manufacture and on the Site, with each set comprising at least 20 colour photographs, individually marked with the date taken, a description of the subject and the direction of view;
7. S-curves (developed by the *Contractor* in accordance with the guidelines issued by the *Project Manager* from time to time, including but not limited to the Partial Credit Guidelines and the basis for the curves) that show both planned and earned progress for the overall Works, overall engineering, engineering by unit, overall procurement, procurement by unit, overall construction, construction by unit, overall commissioning, and commissioning by unit, with each curve based on information from the programme (with construction progress reported in accordance with the progress reported in the FPMS);
8. Up-to-date cash flow (c.f.2.6.5 below in Microsoft Excel © (*.xls)
9. Details of actual and planned resources including number of each class of *Contractor*'s Personnel and of each type of the *Contractor*'s *Equipment* at the Project Site (and/or at other places, if any, as may be specified under the Contract as forming part of the Site) for the relevant period;
10. A report on quality demonstrating compliance with the quality assurance requirements of the Contract, including a schedule identifying all quality control documents, test results and certificates issued, during the reporting period;
11. A list of all Compensation Events detailing their reference numbers;
12. A risk register and assessment dealing with all areas of concern including details of all notified early warnings and details of other events and circumstances not dealt with above, which has an adverse cost impact and/or cause delays and details of the corrective or other measures being adopted, or adopted to mitigate or overcome such cost impact and/or delay;
13. A current list of all drawings and documents issued to the *Contractor* (including the applicable revision) detailing the date of issue and transmittal thereof;
14. A report on health & safety and environmental matters demonstrating compliance with the health & safety and environmental requirements of the Contract;
15. A report on industrial relations relevant to the Works including industrial relations at the Project Site (and at other places, if any, as may be specified under the Contract as forming part of the Site) and at places of manufacture;
16. Status report on payments made and outstanding applications for payment;
17. A status report on progress towards compliance and actual compliance with the *Contractor*s Supplier Development Localization and Industrialization (SDL&I) and, if applicable, Competitive Supplier Development Programme (CSDP) obligations under the Contract;

18. A copy of the *Contractor*'s daily diary (2.2.5.4 below) for the period in question; and such other matters and information (including schedules and charts) as the *Project Manager* may require is included in the Progress Report from time to time.

2.2.3 Weekly and Daily Reports

Following mobilisation at the Project Site (or at other places, if any, as may be specified under the Contract as forming part of the Site), the *Contractor*'s Site office, in addition, submits to the *Project Manager* (in electronic copy and two hard copies):

1. weekly reports, in the form prescribed by the *Project Manager*, which summarises activities at the Project Site (and at other places, if any, as may be specified under the Contract as forming part of the Site), indicating quantities installed for each work breakdown structure activity (in the form of the Field Progress Measurement System ("FPMS") , the numbers of each class of *Contractor*'s Personnel and of each type of the *Contractor*'s *Equipment* thereon, the Plant and Materials thereon and record any areas of concern and details of corrective action being taken; and
2. daily activity reports, in the form prescribed by the *Project Manager*, summarizing the main activities undertaken each day, noting any special activities that require witnessing, together with full particulars and details of obstructions, modified or additional work, incidents, health and safety matters and the numbers of each class of *Contractor*'s Personnel and of each type of the *Contractor*'s *Equipment* engaged in each of the several portions of the work in progress.

2.2.3.1 Daily Diaries

The *Contractor* maintains an up-to-date daily diary of all Works related activities at the Project Site (and at other places, if any, as may be specified under the Contract as forming part of the Site). The daily diary for a day must be submitted to the *Project Manager* not later than 9h00 AM the following working day. This report is submitted without a cover letter or other form of transmittal.

The *Contractor* shall submit the proposed daily diary template to the *Project Manager* for acceptance. The daily diary template can be revised to accommodate other requirements that may emanate during construction. The minimum information to be covered to the daily diary is not limited to the following, weather, list of human resources and hours worked, list of plant, record of any breakdowns and plant related delays, achieved versus planned production, time stamped progress photos and tool box talk topic.

2.2.4 Additional Reports

The *Project Manager* is entitled to request, and the *Contractor* is required to provide, additional reports to monitor the progress of the Works and for other purposes determined by the *Project Manager*.

2.3 Health and Safety Risk Management

(**site SHE spec reference to be include before going out for tender)**,

2.3.1 General

In carrying out its obligations to the *Project Manager* in terms of this contract, which obligations include, amongst others, providing the works; using Plant, Materials and Equipment; and whilst at the site for any reason, the *Contractor* is the "Employer" in terms of the Occupational Health and Safety Act, No. 85 of 1993, in respect of its activities and in relation to its employees, agents, Subcontractor/s and mandatories.

The *Contractor* does not consider itself under the supervision or management of the *Project Manager* with regard to compliance with the Safety Health and Environmental requirements.

Furthermore, the *Contractor* does not consider himself to be a subordinate or under the supervision of the *Project Manager* in respect of these matters. The *Contractor* is responsible for the supervision of its employees, agents, Subcontractors and mandatories and takes full responsibility and accountability for ensuring that they are competent, aware of the Safety Health and Environmental requirements, whilst executing the works in accordance with the Safety Health and Environmental requirements.

The *Contractor* ensures compliance with, amongst others:

a) The provisions of the Occupational Health and Safety Act, No. 85 of 1993 and all applicable regulations (as amended), binding in terms thereof;

b) The latest versions of standards, procedures, specifications, rules, systems of work and requirements of the *Project Manager*, copies of which will be provided to the *Contractor* on request.

c) The Health, Safety and Environmental Plan inclusive of a Traffic Management Plan prepared by the *Contractor* in accordance with the *Project Manager*'s Safety Health and Environmental

2.4 Environmental constraints and management

- The *Contractor* shall prepare an environmental management plan and method statements relating to the activities that will be carried out.
- The provisions of the National Environmental Management Act (as amended) and all regulations in force from time to time in terms of that Act, including Record of Decisions/ Environmental Authorization.
- The documentation referred to in paragraphs 2.3.1 (4) is collectively referred to as the Safety Health and Environmental requirements and forms a part of the contract Works Information.
- The *Contractor* ensures that its employees, agents, Subcontractors and mandatories comply with the provisions of the Occupational Health and Safety Act, No. 85 of 1993, and all applicable regulations binding in terms thereof as well as the *Project Manager*'s Safety Health and Environmental Specification whilst making use of plant, materials and equipment and whilst at the Site for any reason whatsoever.
- The *Contractor* implements a comprehensive health, safety and environmental management system, based on the OHSAS 18001 and ISO 14001 requirements for utilization at the project.
- The *Contractor* appoints a person, qualified and competent in accordance with the safety health and environmental requirements, as the liaison with the *Project Manager*'s Project Safety, Health and Environmental Manager or delegated person for all such matters as pertaining related to safety, health and the environment. The *Contractor* shall ensure that such a person is contactable 24 hours a day and is registered with a registered professional council approved by the Principal Director of the Department of Labour, as per the requirements of the latest Construction Regulations, inclusive of all exemptions and amendments pertaining thereto.
- The *Contractor* hereby indemnifies the *Project Manager* and holds the *Project Manager* harmless in respect of any and all loss, costs, claims, demands, liabilities, damage, penalties or expenses that may be made against the *Project Manager* and/or suffered or incurred by the *Project Manager* (as the case may be) as a result of, any failure of the *Contractor*, its employees, agents, Subcontractors and mandatories to comply with their obligations, and/or the failure of the *Project Manager* to procure the compliance by the *Contractor*, its employees, agents, Subcontractors and/or mandatories with their responsibilities and/or obligations in terms of or arising from the Occupational Health and Safety Act, No. 85 of 1993.
- Manage a rehabilitation plan and schedule at least 2 weeks before finalisation of the *works* for approval by the *Project Manager*. All rehabilitation costs are the responsibility of the *Contractor*.

2.5 Quality assurance requirements

a) The *Contractor* shall ensure that Quality Assurance is performed at all levels and phases of work carried out for the *Project Manager*.

b) The *Contractor* shall compile and submit to the PM inspection and test plan(s) (ITP) , method statements and Risk assessment based on the scope of work for the acceptance of the PM prior any commencement of the works. The ITP shall identify inspections and tests (intervention points) that are required.

c) The *Contractor* shall use processes to ensure that quality is built into their products/services i.e. its business processes are organized such that quality is built into the process of producing goods and rendering services. The *Contractor* shall work according to processes.

d) The *Contractor* shall ensure that it can be relied on to deliver quality goods and services without the need for the *Project Manager* to have to inspect all the time.

e) The *Contractor* shall keep the Quality Table of Payments (Quality Payment Schedule) updated with progressive *Project Manager* sign-off (as the work is done and payments applications are submitted). This means that as the *Contractor* completes an activity and has the related ITP/QCP signed by the *Project Manager* , the *Contractor* shall bring the Quality Table of Payments to the *Project Manager*-Quality representative to sign off for that activity. The updated Quality Table of Payments shall accompany all payment applications (proforma invoices). The *Contractor* shall attach the signed (or partially signed if applicable) ITPs/QCPs to the payment application. Payment will only be made if the ITPs/QCPs are signed by the *Project Manager* .

f) When NCRs and Defects notifications are issued, the *Contractor* shall acknowledge receipt within (7) working days and include the Root cause(s), Correction(s) and Corrective action(s) and proposed implementation dates to the *Project Manager* as per the contract response period.

g) The corrective actions will include the implementation and completion dates. Progress on all NCRs and Defect notifications issued to the *Contractor* must be reported to the *Project Manager* on weekly basis. The *Contractor*'s quality manager keeps a register of all NCRs and Defect notifications issued.

h) Deviations from the Contract are treated as a non-conformance.

i) The *Contractor* is accountable for the quality of the output and liable for any failures.

j) The interventions points include all witness, hold, verification, surveillances and review points required by the *Project Manager*. The *Contractor's* failure to allow the intervention points will constitute a non-conformance. The *Project Manager* has the right to approve or reject intervention points and may add or remove these points as desired.

k) The *Contractor* shall only be paid subject to meeting and *Project Manager* approval of all quality requirements and three copies of the data books accepted by the *Project Manager* .

2.5.1 Data books

- The *Contractor* compiles data Books progressively for construction/erection inspection, *The Project Manager* will conduct routine inspections on the packs to verify if the packs are compiled progressively
- No individual data book should contain documentation exceeding 80 percent of its capacity.
- The *Contractor* shall submit a register of anticipated data books for the works to the *Project Manager*
- The *Contractor's* data books register shall include a status report in the format of agreed upon with the *Project Manager .*
- The *Contractor* shall issue an inspection and/or test notification to the *Project Manager* for attendance to the *Contractor's* data book reviews after the *Contractor*'s quality personnel have reviewed and accepted the data books in writing.

2.5.2 Method statements

The *Contractor* shall submit the construction Method Statement as required in bullet number eight of Clause 31.2 NEC 3 Engineering and Construction Contract, which must cover but not limited to the following;

a) Activity

The *Contractor* illustrates the description of the major activities as per the programme.

b) Quantity

The Method Statement shows the quantity of that particular activity taken from the Activity Schedule with its unit of measurement; this will directly influence the method to be used.

c) Method

The Method Statement provides a short but complete description of how the activity will be executed, to engage the *Project Manager* with risks associated to the method used.

d) Sequence

The Method Statement shows the sequence of the activities; this serves as an indication to the planner on how activities will be linked. The sequence must also indicate if, and how activities can be over-lapped.

e) Resources

All necessary *Equipment* and labour required to complete a particular activity must be indicated in the Method Statement, this is used to assess the compensation event, should similar activities become a compensation event.

f) Production Rate

The estimated daily production rate of the resources linking the method and the quantity must be indicated in the Method Statement, the production rate will be the divisor of the quantity to produce the estimated duration that will be indicated in the programme.

g) Duration

The duration of the activity will be indicated in the Method Statement and will be quotient / measure of quantity and production rate of the activity. This will illustrate if the estimated duration is realistic as stated in bullet number 3 of Clause 31.3 NEC Engineering and Construction Contract.

Approved Method Statements shall be readily available on site, and shall be communicated to all relevant personnel. Where necessary the *Contractor* shall provide requisite training to the personnel to facilitate compliance with the approved Method Statement. The *Contractor* shall carry out the works strictly in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the *Contractor* from any of his obligations or responsibilities in terms of the Contract.

2.5.3 Quality reporting

- The *Contractor* shall submit a monthly quality report, on the last working day of the month.

The report includes but not limited to the following:

a) A register of NCRs and defects

b) Updated QCP / ITP register

c) QA monthly report summary

d) Planned and completed inspection

2.5.4 Registers

The *Contractor* shall keep up to date the following registers and submits them to a *Project Manager* weekly, as and when requested, and monthly as attachment to the monthly site progress report.

1) Technical queries register
2) Information request register
3) Concession request register
4) Non-conformances register
5) Drawings register

6) Communication / Correspondence log register

   A correspondence log will be kept up to date by the *Contractor*s Document Controller and sent through to the *Project Manager* weekly and as and when required. This log will include a complete transmittal list of all project's documents by date, number, subject matter/title/addressee and author, and will list the action party, and response date. The *Project Manager* may elect to provide the template for the correspondence log.

7) Early warning register
8) Procurement register
9) Compensation Event register
10) Method statement register
11) ITP or QCP register
12) Engineering Instruction register
13) Data books register
14) Risk Register

2.6 Programming constraints

2.6.1 General

The *Contractor* submits a single integrated programme that incorporates the programmes of all of his sub-contractors. The interface points between his different sub-contractors as well as the interface points between the individual sub-contractors, Client and the *Contractor* are to be clearly identified.

2.6.2 Programme and progress reporting

The *Contractor* shall use the Eskom-approved planning tool, Oracle Primavera P6, for the planning, scheduling, monitoring and reporting of all works in accordance with the applicable Eskom Planning and Scheduling Management Reporting and Data Requirements.

The following minimum requirements shall be met:

- Assign a suitably qualified and experienced Project Planner to the project.

Develop and maintain a detailed project schedule in Oracle Primavera P6 appropriate to the level of detail required for the execution, monitoring and control of the works. The *Contractor* shall submit the programme in P6 XER and PDF formats.

Assign the required resources to programme activities, including, where applicable:

  - Labour resources.
  - Non-labour resources.
  - Plant and equipment.
  - Material/commodity units.

- Include all applicable Hold Point activities and associated approvals in the programme.
- Include and clearly identify interface activities with the Employer and Others, where applicable.
- Include activities associated with Plant and Materials provided by the Employer, where applicable.

The programme shall identify all applicable Key Dates and milestones, including, but not limited to:

- Start Date.
- Site Access Date.
- Site Establishment.
- Submission and acceptance/approval of required documentation.
- Procurement Start Date, where applicable.
- Long Lead Item Delivery Dates, where applicable.
- Site Delivery Dates.

- Outage application/submission dates, where applicable.
- Required outage dates/windows.
- Electrical isolation readiness/interface dates.
- Commencement of decommissioning works.
- Powerline decommissioning completion.
- Removal/dismantling completion.
- Site rehabilitation/reinstatement completion.
- Inspection and close-out dates.
- Completion Date.

The *Contractor* shall minimise the use of activity constraints. Where constraints are necessary, these shall be clearly identified and justified in the Basis of Schedule.

The *Contractor* shall conduct Schedule Integrity Tests to demonstrate the quality and integrity of the programme prior to submission.

The *Contractor* shall submit a Basis of Schedule Report supporting the programme. The report shall provide clear narratives addressing, as a minimum:

- Project estimation methodology.
- Planning methodology and basis for activity durations.
- Assumptions.
- Contingency and float.
- Schedule risks and limitations.
- Constrained activities and justification for constraints, where applicable.
- Assigned calendars.
- Critical Path.
- Near-critical paths.
- Key Dates and milestones.
- Interface activities.
- Employer free-issue items, where applicable.
- Procurement assumptions, where applicable.
- Basis for activity sequencing and logic.
- Applicable schedule lags and justification thereof.

The programme shall clearly identify the Critical Path and activities driving the forecast Completion Date.

The *Contractor* shall provide an S-Curve for monitoring planned and actual progress, where applicable.

The *Contractor* shall provide resource histograms, where applicable.

2.6.3 *Contractor*'s programme

The *Contractor*'s programme, progress reports, programme updates, revisions and supplementary programmes form an essential part of the project control system used by the Employer to manage and monitor progress of the works under the Contract.

The *Contractor* shall submit the programme and subsequent revised programmes to the *Project Manager* for acceptance in accordance with the requirements of the Contract. Once accepted, the programme shall constitute the Accepted Programme.

Reference shall be made to the applicable revision of Eskom Specification No. 240-83561037: Planning & Scheduling Management Reporting & Data Requirements.

The *Contractor*'s programme shall correspond with the Employer's objectives and make allowance for, where applicable:

- Site establishment.
- Site access requirements.

- Compilation, submission and acceptance/approval of required health and safety, environmental, quality and project documentation.
- Quality assurance and quality control requirements.
- Engineering and/or design activities, where applicable.
- Procurement and delivery of required materials and equipment.
- Outage-related activities and interfaces, where applicable.
- Electrical isolation and access interfaces.
- Decommissioning activities.
- Dismantling and removal activities.
- Disposal or handover of removed materials, where applicable.
- Rehabilitation and reinstatement.
- Inspections and close-out activities.
- Interfaces with the Employer and Others.
- Reasonably foreseeable constraints, assumptions and conditions associated with the execution of the works.

2.6.3.1 Programme levels

The *Contractor* shall compile and submit the programmes required by the Employer for monitoring and control of the works.

Where applicable, these shall include:

- **Level 1 Master Programme:**

  A high-level summary programme identifying the major phases, milestones, Key Dates and interfaces of the works. This programme may be included as part of the monthly progress reporting.

- **Level 2 Project Programme:**

  A summary programme showing the principal work packages and major activities, aligned to the approved Work Breakdown Structure.

- **Level 3 Project Programme:**

  A detailed programme used for monitoring and controlling the activities and deliverables associated with the works. Activities shall be coded in accordance with the approved WBS and Employer reporting requirements.

- **Level 4 / Detailed Execution Programme:**

  A detailed execution programme, where required, showing the activities necessary for the short-term planning, monitoring and control of the works, including resource requirements where applicable.

2.6.3.2 Schedule structure and logic

The Work Breakdown Structure included in the *Contractor*'s programme shall correspond with the activities and deliverables defined in the Scope of Work.

The programme shall demonstrate the logical sequencing of the works from commencement through to Completion. Activities shall be appropriately linked with predecessors and successors and shall clearly demonstrate the Critical Path.

The programme shall show, as applicable:

- Activity descriptions.
- Original and remaining durations.
- Planned start and finish dates.
- Actual start and finish dates.
- Relationships and logic.
- Total float.
- Critical and near-critical activities.
- Key Dates and milestones.

- Constraints.
- Lags.
- Assigned calendars.
- Assigned resources.
- Progress and forecast dates.

The use of lags shall be minimised. Where lags are used to represent legitimate time-dependent requirements, the *Contractor* shall clearly identify and justify them in the Basis of Schedule.

Activity durations shall be stated in working days and shall be realistic, considering the scope, quantities, productivity rates, resources, access requirements and working conditions applicable to the works.

The calendars applied to the programme shall reflect the approved working hours, working days, non-working periods and applicable project/site calendars.

2.6.3.3 Progress monitoring and programme updates

The *Contractor* shall regularly update the programme in accordance with the reporting periods specified in the Contract and applicable Employer requirements.

Programme updates shall accurately reflect:

- Actual progress achieved up to the programme Data Date.
- Actual Start and Actual Finish dates.
- Remaining durations.
- Forecast Start and Finish dates.
- Percentage progress, where applicable.
- Changes to sequencing and logic.
- Changes to resources, where applicable.
- Critical and near-critical activities.
- Delayed activities and the reasons for delay.
- Forecast Completion.
- Effects of Early Warning matters and Compensation Events, where applicable.
- Corrective or recovery measures required to maintain the Completion Date.

The *Contractor* shall provide appropriate supporting information for material changes made between programme revisions.

2.6.3.4 Planning coordination

The *Contractor* shall attend, participate in and make a meaningful contribution to the overall planning and scheduling of the project.

The *Contractor* shall coordinate its programme with the Employer and Others to ensure that interfaces, access requirements, outage requirements and potential scheduling conflicts are identified sufficiently early to allow appropriate mitigation.

Monitoring and review of the progress of the works shall be undertaken in accordance with the applicable Eskom Planning and Scheduling Management Reporting and Data Requirements.

2.6.4 Cash Flow

Together with the first programme, the *Contractor* submits a cash flow or Forecasted Rate of Invoicing (FRI) directly related to this programme detailing the estimated financial monthly expenditure over the entire Contract period based on appropriate quantitative information. The *Contractor* shall include the Forecasted Rate of Invoicing (FRI) for the entire project duration of Invoicing with the tender returnables.

This must be submitted on monthly basis to the *Project Manager* or as agreed onsite. The level of detail of this cash flow shall at least be equal to the level of detail provided in the Schedule of Payments.

The *Contractor* shall submit a revised FRI or cash flow to the *Project Manager*, together with a detailed variance analysis:

- whenever the *Contractor* is required to submit a revised programme under the Contract (but only if and to the extent that the previously submitted cash flow is inconsistent with the revised programme); or
- when there is any deviation to the previously submitted cash flow.

Each cash flow shall be provided to the *Project Manager* in Microsoft Excel © (*.xls) . The *Contractor* must submit the monthly cost S-curve that aligns with the submitted cash flow and the latest accepted project schedule.

2.7 *Contractor*'s management, supervision and key people

The *Contractor* shall provide sufficient competent and suitably experienced people to plan, manage, supervise and execute the Works in accordance with the NEC3 ECC, the Scope, the Works Information, applicable legislation, Eskom requirements and the accepted programme.

The *Contractor* shall submit an organogram showing its proposed project organisation and reporting structure. This should be done through a clear communication plan submitted to the *Project Manager* and the Service Manager by the *Contractor*

2.8 Invoicing and payment

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

The *Contractor* shall address the tax invoice to

Eskom Holding SOC Ltd

Kendal Power Station

Private Bag x7272

Witbank

1035

and include on each invoice the following information:

The words “TAX INVOICE” at the top of the invoice

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

Eskom Full Name and address

The contract number and title;

The purchase order number

Invoice date

Invoice number

Contractor's VAT registration number;

The Eskom’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;

Banking details as per Eskom’s vendor database

The *Contractor* shall send the invoices for payment to: InvoicesgrpcapitalOTH@eskom.co.za and copy Kendal Finance Team.

2.9 Insurance provided by the *Project Manager*

The *Contractor* shall comply with the *Project Manager*'s requirements for notification and management of insurance claims and shall promptly provide all information, records and supporting documentation required in connection with any claim.

Any insurance-related incident, loss or damage shall be reported to the *Project Manager* without delay.

Refer to clause Z15.

2.10 Contract change management

Contract changes shall be managed in accordance with the Compensation Event provisions of the NEC3 ECC. Any change implemented by the *Contractor* without following the compensation event process will not be assessed for payment by the *Project Manager*.

All Compensation Events and associated quotations shall be submitted, assessed and recorded using the *Project Manager*'s prescribed contract management processes, where applicable.

Contract change management shall not replace or amend the procedures and time bars provided for in the NEC3 ECC.

2.11 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Project Manager* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Project Manager*'s right to termination stated in this contract.

2.12 Records of Defined Cost, payments & assessments of compensation events to be kept by the *Contractor*

Refer to Retention of Documents above regarding record keeping and duration.

2.13 Training workshops and technology transfer

Not Applicable

3 Engineering and the *Contractor*'s design

Not Applicable

3.1 *Project Manager*'s design

The *Project Manager*'s design information comprises the existing site drawings and information identifying:

- The 11kV and 400V overhead lines to be decommissioned;
- The equipment and associated infrastructure to be removed;
- The designated electrical point of separation; and
- The section of the 400V overhead line that shall remain in service.

The *Contractor* shall verify the *Project Manager*'s design information against the Site conditions before commencing the Works and shall notify the *Project Manager* of any discrepancy identified.

The *Contractor* shall not alter the identified decommissioning limits or electrical point of separation without the *Project Manager's* instruction.

3.2 Parts of the *works* which the *Contractor* is to design

Not Applicable

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

Not Applicable

3.4 Other requirements of the *Contractor*'s design

Not Applicable

3.5 Use of *Contractor*'s design

Not Applicable

3.6 Design of Equipment

Not Applicable

3.7 Equipment required to be included in the *works*

The *Contractor* shall provide all equipment necessary for the safe and proper execution and completion of the Works

3.8 As-built drawings, operating manuals and maintenance schedules

Not Applicable

4 Procurement

The *Contractor* shall procure all Plant, Materials, equipment and any other items required for the execution and completion of the Works.

5 People Minimum requirements of people employed on the Site

- The *Contractor* shall provide sufficient suitably qualified, competent and experienced people to safely and effectively execute the Works.
- The *Contractor* shall ensure that all personnel have the necessary qualifications, experience, training, medical fitness, inductions, authorisations and certifications required for the work they are undertaking.
- No person shall perform work for which they are not suitably qualified, competent, trained or authorised.
- The *Contractor* shall provide an organogram identifying the key personnel, their roles, responsibilities, reporting lines and communication arrangements. The organogram shall be submitted to the *Project Manager* for acceptance before commencement of the relevant Works.
- The *Contractor* shall not replace key personnel without notifying the *Project Manager*. Any replacement shall have qualifications, experience and competence equal to or greater than those of the person being replaced, unless otherwise accepted by the *Project Manager*.
- The *Contractor* remains responsible for ensuring that the number and competency of people deployed on Site are sufficient to complete the Works safely, efficiently and within the accepted programme. The minimum requirements stated above do not limit the *Contractor*'s responsibility to provide additional resources where required.

6 BBBEE and preferencing scheme

Section 1: Preference Point Scoring System

In accordance with Section 2(1)(d)(i) of PPPFA, that requires contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability**.**

The scorecard applicable is the 80/20 as stated below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	**20**
2	**18**
3	**14**
4	**12**
5	**8**
6	**6**
7	**4**
8	**2**
Non-compliant contributor	**0**

To claim preference points as specific goals, a tenderer must submit the following documentation:

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit.

- Joint-ventures (Jv) must submit B-BBEE Certificate from a SANAS Accredited verification agent in the name of the JV. Sworn Affidavits are not acceptable for Jvs and may result zero scoring on points.
- Proof of ownership (CIPS documentation) and breakdown of Shareholding information
- Certified ID copies of shareholder(s)

A tenderer failing to document the allocation of preference points will not be disqualified, but-

may only score points out of 90/80 for price scores zero points out of 10/20 for specific goals.

Section 2: Objective Criteria - May change award from the highest ranked tenderer to another tenderer in **accordance with the requirements of the PPPFA [clause 2(1)(f)]:**

2.1 Designated Sectors: It is applicable as the scope of work contains products/goods, material, components and parts that are designated which means that they have stipulated minimum threshold for Local Production and Content that must be complied with before the Contract is awarded, or the Tenderer should obtain an exemption from the Department of Trade, Industry and Competition.

	YES	NO
a) Is this Commodity or part of it a Designated Sector?	☐	☑

Please indicate below Designated Components:

Section 3: Contractual Requirements - Contractual requirements are not evaluation criteria. They are required to be met and assessed after the evaluation and ranking of this tenders.

3.4. Job Opportunities and Upskilling of Employees

Tenderer to indicate number of Jobs to be created and/or retained due to this contract.

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

The *Contractor* should ensure that all its General Workers and Semi-Skilled Workers and at least 30% of the skilled workers are recruited from within Local areas including Phola and Ogies.

Section 5: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.

- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring, and reporting on the supplier's progress in delivering on their stated SDL&I commitments

6.1 Accelerated Shared Growth Initiative – South Africa (ASGI-SA) Davis

In the event that the Contractor decides to subcontract some of the scope, they should source subcontractors from the local to site area, namely, Ogies, Phola and Wilge areas.

6.2 Subcontracting

The *Contractor* shall be responsible for the selection, appointment, management and coordination of all subcontractors and suppliers required to execute the Works, subject to the requirements of the Contract and the *Project Manager's'* acceptance where applicable.

6.2.1 Subcontract documentation, and assessment of subcontract tenders

Acceptance of Subcontractor

The *Contractor* shall submit the following information and documentation to the *Project Manager* for consideration and acceptance of the proposed subcontractor:

Relevant Experience

- Evidence of the subcontractor's experience in projects of a similar projects nature, complexity, size and value to the Works.
- Comparable Projects
- A description of projects involving similar work successfully completed within the previous five (5) years, including the client, scope of work, contract value, duration, completion status and relevant references.

Company Profile and Capacity

A comprehensive company profile, including:

- Company registration and ownership details;
- Organisational structure and key personnel;
- Technical capability and relevant qualifications;
- Available resources, plant and equipment;
- Experience and capacity to undertake the proposed scope;
- Details of current and completed contracts of a similar nature; and
- Relevant professional registrations, licences and certifications.

Financial and Commercial Capacity

Evidence of the subcontractor's financial and commercial capacity to perform the subcontract, where required, including any information reasonably necessary to demonstrate its ability to complete the Works without undue financial or operational risk to the *Contractor* or the *Project Manager*.

Health, Safety, Environmental and Quality (SHEQ) Compliance

Evidence of the subcontractor's SHEQ capability and compliance, including relevant policies, procedures, performance records, registrations, certifications and previous SHEQ performance on comparable projects.

Procurement and Tender Process

Details of the procurement process followed by the *Contractor* in selecting the proposed subcontractor, including the enquiry issued, list of invited/submitting subcontractors, quotations or tenders received,

evaluation criteria, technical and commercial evaluation, clarification process and recommendation for appointment.

Fair and Competitive Selection

The *Contractor* shall demonstrate that the subcontractor selection process was conducted in a fair, transparent, competitive and cost-effective manner and that the proposed subcontractor was assessed against clearly defined and consistently applied requirements.

Contract Management Strategy

The *Contractor* shall submit its proposed Contract Management strategy for managing the subcontract. The strategy shall be aligned, where applicable, with the Contract Management principles and requirements adopted by the *Project Manager* and shall be subject to acceptance by the ***Project Manager***.

Conditions of Subcontract

The proposed subcontract conditions shall be submitted to the ***Project Manager*** for acceptance prior to the *Contractor* entering into the subcontract. The subcontract shall appropriately flow down the relevant obligations, requirements, risks and controls contained in the main Contract.

***Project Manager's* Acceptance**

The *Contractor* shall not appoint or enter into a subcontract with a proposed subcontractor until the information required under this clause has been submitted and the *Project Manager* has provided the required acceptance in accordance with the Contract.

The *Project Manager's* acceptance of a subcontractor does not relieve the *Contractor* of its obligations and liabilities under the Contract.

6.2.2 Limitations on subcontracting

Subcontracting is not mandatory for this Enquiry. The *Contractor* may subcontract specialised work where necessary to execute the Works, subject to the requirements of the Contract and *Project Manager's approval*

6.2.3 Attendance on subcontractors

There are no specific requirements for attendance on Subcontractors under this Enquiry.

6.3 Plant and Materials

6.3.1 Quality

The *Contractor* shall ensure that all Plant and Materials incorporated into the Works comply with the requirements of the Scope, applicable Eskom standards, specifications and relevant statutory requirements.

The *Contractor* shall submit the required quality documentation, certificates, inspection and test records for Plant and Materials to the *Project Manager* for acceptance where required.

All Plant and Materials shall be inspected and tested as specified in the applicable Inspection and Test Plans (ITPs). Any Plant or Materials found to be defective or not compliant with the requirements of the Contract shall be removed, replaced or rectified by the *Contractor* at its own cost.

6.3.2 Plant & Materials provided "free issue" by the *Project Manager*

The *Project Manager* will not provide Plant or Materials on a free-issue basis for the execution of the Works.

The *Contractor* shall provide all Plant, Materials, equipment, tools, consumables and other resources required to execute and complete the Works, unless specifically stated otherwise in the Scope.

6.3.3 *Contractor*'s procurement of Plant and Materials

The *Contractor* shall be responsible for the procurement, ordering, expediting, transportation, delivery and storage of all Plant and Materials required to complete the Works.

There are no specific *Project Manager*-imposed procurement constraints under this Enquiry. The *Contractor* shall ensure that all Plant and Materials procured comply with the requirements of the Scope, applicable Eskom standards and specifications, and relevant statutory requirements.

The *Contractor* shall be responsible for ensuring that Plant and Materials are properly transported, protected and stored prior to use or installation.

6.3.4 Spares and consumables

The provision of operational spares, fuel, oil, feedstock and other consumables for the *Project Manager* is not applicable to this Enquiry.

The *Contractor* shall, however, provide all consumables, materials and resources necessary for the safe and proper execution and completion of the Works.

6.4 Tests and inspections before delivery

The *Contractor* must make a provision for access for the PM Representatives (Supervisors, Engineers and Others) before, during and after the test and inspection dates.

The *Contractor* shall ensure that all Plant and Materials procured for the Works comply with the requirements of the Scope, applicable Eskom standards and specifications, and relevant statutory requirements.

6.5 Marking Plant and Materials outside the Working Areas

No specific marking system is required for Plant and Materials located outside the Working Areas.

6.6 *Contractor*'s Equipment (including temporary works)

The *Contractor* shall provide all temporary works necessary for the safe and proper execution and completion of the Works in line with the required SANS standard.

6.7 Cataloguing requirements by the *Contractor*

Cataloguing is not applicable to this Enquiry.

7 Construction

The *Contractor* shall execute the Works in accordance with the Site requirements, applicable Eskom standards, the Health and Safety requirements, Environmental requirements and Quality requirements stated in the Scope.

All work areas shall be suitably barricaded and provided with appropriate warning signage. The *Contractor* shall maintain safe access and and shall ensure that the Works do not create hazards to personnel, existing infrastructure, services or the environment.

The *Contractor* shall comply with all applicable statutory requirements and standards referenced in the Scope, including the requirements applicable to excavation, backfilling, compaction, and testing.

7.1 Temporary works, Site services & construction constraints

7.1.1 *Project Manager*'s Site entry and security control, permits, and Site regulations

Access to Kendal Power Station and Ash Dam Facility (ADF) and the designated Working Areas is controlled by the *Project Manager* and is subject to the applicable Eskom and Kendal Power Station and ADF security, safety and access requirements.

The *Contractor* shall comply with all Site entry, security, induction, permit, police clearances and access requirements applicable to the Works.

Before commencing work on Site, the *Contractor* shall ensure that all personnel:

- complete the required Site and SHE inductions;
- provide the required identification and medical fitness documentation;
- obtain the necessary Site access approval and permits; and
- comply with all applicable Site rules and security requirements.

All *Contractor* vehicles, tools, equipment and materials entering or leaving the Site are subject to the *Project Manager*'s applicable security and inspection procedures.

The *Contractor* shall obtain the required vehicle and access permits before bringing vehicles or equipment onto Site. Tools and equipment brought onto Site shall be recorded in accordance with the *Project Manager*'s Site security requirements.

No materials, equipment or recovered items may be removed from Site without the required Gate Removal Permit or other written authorisation from the *Project Manager*.

The *Contractor* shall ensure that the above requirements are communicated to and complied with by all Subcontractors and other persons under its control.

The *Contractor* shall obtain the necessary approval, permit or authorisation from the *Project Manager* before commencing any work within the designated Working Areas. The *Contractor* shall not commence work until the applicable Site access, safety and work requirements have been satisfied.

The *Contractor* shall comply with all applicable SHE, environmental, quality, security and operational requirements of Kendal Power Station throughout the execution of the Works.

7.1.2 Restrictions to access on Site, roads, walkways and barricades

The *Contractor* shall comply with all Site access restrictions, designated routes, roads, walkways and traffic-control requirements established by the *Project Manager*.

The *Contractor* shall maintain barricades and warning signs for the duration of the relevant works and shall remove them only when the area has been made safe.

Where temporary access restrictions or road closures are required to execute the Works, the *Contractor* shall obtain the *Project Manager*'ss approval and comply with the applicable Site traffic and safety requirements.

7.1.3 Restrictions to access on Site, roads, walkways and barricades

The *Contractor* shall comply with all restrictions and conditions imposed by the *Project Manager* regarding access to and movement within the Site and Working Areas.

The *Contractor* shall:

- Use only designated access routes, roads and walkways approved by the *Project Manager*;
- Comply with all Site traffic, speed, parking and pedestrian-control requirements;Not obstruct roads, walkways, emergency access routes or operational areas without the prior approval of the *Project Manager*;
- Obtain the required approval before restricting, closing or diverting any existing road, access route or walkway;
- Provide and maintain suitable barricades, warning signs and other controls around excavations, demolition areas, work areas and any other hazardous locations;
- Ensure that barricades and warning signs are clearly visible and maintained in good condition for the duration of the Works; and
- Remove temporary barricades and reinstate affected access routes once the relevant work has been safely completed.

The *Contractor* shall coordinate any temporary access restrictions or changes to existing roads, walkways or access routes with the *Project Manager* before implementation.

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

The *Contractor* shall comply with the *Project Manager*'s requirements relating to the number of personnel permitted on Site, Site access, working hours, conduct and fitness for work.

The *Contractor* shall ensure that all personnel, including Subcontractors, have completed the required Site induction and hold the necessary access approvals before entering the Site or Working Areas.

All *Contractor* and Subcontractor personnel shall comply with the *Project Manager*'s Site rules, SHE requirements, security requirements, code of conduct and reasonable instructions issued by the *Project Manager.*

The *Contractor* shall ensure that personnel who are not authorised or required for the Works do not enter or remain within the Working Areas.

7.1.5 Health and safety facilities on Site

The *Contractor* shall comply with the Health and Safety requirements stated in Section 2.3, the Occupational Health and Safety Act and applicable regulations, as well as the *Project Manager*'s Site-specific SHE requirements, kindly refer to **Project Reference Number: 559-137995047 SHE document.**

The *Project Manager*'s existing emergency, first aid, medical and other health and safety facilities available at Kendal Power Station shall be used by the *Contractor* in accordance with the applicable Site rules and procedures.

The *Contractor* shall familiarise all personnel with the location of emergency facilities, emergency assembly points, access routes and applicable emergency procedures before commencing work.

The *Contractor* shall provide any additional first aid, emergency equipment or facilities required for the safe execution of the Works where these are not provided by the *Project Manager* or are specifically required by the *Contractor*'s risk assessment.

The *Contractor* shall immediately report all incidents, injuries, emergencies and unsafe conditions in accordance with the *Project Manager*'s Site procedures and the requirements of Section 2.3.

7.1.6 Environmental controls, fauna & flora, dealing with objects of historical interest

The *Contractor* shall comply with the environmental requirements specified in the Scope, the applicable Environmental Management Plan (EMP), the National Environmental Management: Waste Act and all other applicable environmental legislation and *Project Manager* requirements.

The *Contractor* shall:

- Ensure that all waste generated during the decommissioning and dismantling of the 11 kV and 400 V overhead lines is appropriately classified, handled, transported and disposed of at an authorised/licensed facility;

- Maintain and submit waste manifests, disposal certificates and other relevant waste records to the *Project Manager*;
- Take reasonable measures to prevent pollution and minimise disturbance to fauna, flora, soil and surrounding areas;
- Immediately report any environmental incident to the *Project Manager* and the relevant Environmental Site Representative;
- Prevent unnecessary damage to vegetation and environmentally sensitive areas; and
- Immediately notify the *Project Manager* if any object of possible historical, archaeological or cultural significance is discovered and protect the object from disturbance until further instructions are received.

The *Contractor* shall not remove, damage or disturb any protected fauna, flora or object of possible historical, archaeological or cultural significance without the required approval and instruction from the *Project Manager*.

7.1.7 Title to materials from demolition and excavation

The *Contractor* has no title to an object of value or of historical or other interest within the Site. The *Contractor* notifies the *Project Manager* when such an object is found.

All materials, Plant and equipment recovered from the demolition, dismantling or excavation activities forming part of the Works shall remain the property of the *Project Manager*.

Removal and disposal of material must be done in accordance with the works information.

The *Contractor* shall not sell, use or otherwise deal with any recovered materials without the prior written instruction or approval of the *Project Manager*

7.1.8 Cooperating with and obtaining acceptance of Others

The *Contractor* shall cooperate with the *Project Manager*, Supervisor, *Project Manager*'s SHE and Environmental representatives, Eskom operational personnel and any other Others identified by the *Project Manager* as necessary for the safe and proper execution of the Works.

The *Contractor* shall coordinate its activities with the relevant Eskom personnel, particularly where the Works interface with existing electrical infrastructure, access routes, operational areas or other activities on Site.

Where acceptance, approval or inspection by an Other is specifically required by the Scope, the *Contractor* shall obtain such acceptance or approval before proceeding with the relevant activity.

Other *Contractors* are working in the same area as the work of this contract. In this regard, the *Contractor* co-ordinates his work with the *Project Manager* to maintain harmonious working conditions on Site. During the progress of the works the *Contractor* provides access to Others who also execute work in the same area, on an as and when required basis. The *Contractor* makes his own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with Others (this includes access difficulties experienced during construction or commissioning phase). The *Contractor* will have to cooperate with Others and be competent in order to obtain access to the mine and the emergency discharge area requirements.

The *Contractor* remains responsible for coordinating its own activities and those of its Subcontractors and shall not interfere with the activities of the *Project Manager* or Others on Site.

7.1.9 Publicity and progress photographs

The taking of photographs at Kendal ADF site including the Project works is restricted and subject to the approval by the *Project Manager*. For the purpose of the Progress Reporting Requirements, request must be requested in writing to the *Project Manager*. All notice boards, advertising rights and media relations should be published with the approval of the *Project Manager*

7.1.10 *Contractor*'s Equipment

The *Contractor* shall provide all Equipment necessary for the safe execution of the Works

7.1.11 *Equipment provided by the Project Manager*

No Equipment will be provided by the *Project Manager* for the execution of the Works.

7.1.12 Site services and facilities

The *Contractor* shall provide everything else necessary for Providing the Works, including temporary services, connections, distribution systems, generators, water storage, lighting, communications, welfare facilities, equipment and consumables not specifically identified as being provided by the *Project Manager* and shall not interfere with, overload, damage or modify existing *Project Manager* services infrastructure. Dust suppression water will be sourced from Kendal clean water dams using water tankers.

7.1.13 Facilities provided by the *Contractor*

The *Contractor* shall maintain all temporary facilities necessary for the safe and proper execution and completion of the Works.

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

The *Contractor* shall, before commencing the Works, undertake a detailed site inspection in conjunction with the *Project Manager* or any relevant Eskom personnel working in or adjacent to the Site.

The existing scope expressly requires the *Contractor* to remove the OHL without damage to surrounding infrastructure, which supports making the pre-work condition inspection and interface checking explicit.

7.1.15 Survey control and setting out of the works

Where the contractor requires the survey control and setting out works ,the *contractor* will ensure that the works are done by competent personnel.

7.1.16 Excavations and associated water control

Prior to commencing work on any trench or excavation, the *Contractor* shall first submit a completed Excavation Permit to the *Project Manager*. The permit shall be submitted in advance to allow the *Project Manager* to review the *Contractor*'s submittal. The *Contractor* shall be responsible for all excavations required for the execution of the Works, including excavations associated with the removal of existing poles, equipment and associated infrastructure. The *Contractor* must undertake underground scanning prior any excavation works.

7.1.17 Underground services, other existing services, cable and pipe trenches and covers

The *Contractor* must undertake underground scanning prior any excavation works. The *Contractor* shall, before commencing any excavation, pole removal, dismantling or other activity that may affect underground or existing services, familiarise itself with all known services and existing infrastructure within and adjacent to the Site.

Known electrical infrastructure, including the existing 11kV and 400V overhead lines, electrical point of separation, associated equipment and services, shall be identified and verified against the Works Information, drawings and information made available by the *Project Manager*.

The *Contractor* shall not rely solely on drawings or information provided by the *Project Manager* and shall physically verify the location of services before commencing work where the location of such services may affect the Works.

7.1.18 Control of noise, dust, water and waste

The *Contractor* shall execute the Works in a manner that minimises noise, pollution and disturbance to the *Project Manager*, personnel, surrounding areas and ongoing operations at Kendal Power Station.

Waste shall not be burned, buried or disposed of on the Site unless specifically authorised by the *Project Manager*, prevent the uncontrolled release of dust, sediment, contaminated water, fuel, oils or other pollutants into the surrounding environment, drainage systems or watercourses.

The contractor shall control and remove water arising from excavation, cleaning or other activities in a manner approved by the *Project Manager* and without causing erosion, flooding or pollution;

7.1.19 Sequences of construction or installation

Only prescribe sequences of work where absolutely necessary such as when *Contractor* has to give access to Others (without take over) and for technical reasons such as under tidal conditions and in rivers.

Where the *Contractor* covers work without giving the required notice, the Supervisor may require the *Contractor* to uncover/stop the works to allow inspection or testing.

7.1.20 Giving notice of work to be covered up

The *Contractor* shall give the Supervisor reasonable advance notice before covering up or otherwise making inaccessible any work which requires inspection, measurement, testing or verification.

7.1.21 Hook ups to existing works

No new permanent hook-up to existing works. However, the *Contractor* will interface with existing electrical infrastructure at the designated point of separation, and this must be tightly controlled.

7.2 Completion, testing, commissioning and correction of Defects

7.2.1 Work to be done by the Completion Date

Completion will not be achieved until the *Contractor* has successfully completed all works stated in the works information inclusion provision of data books accepted by the *Project Manager.* On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works .

except for the following activities and submissions, which shall be completed by the dates stated below:

Activities / Submission

- Safety File submission and acceptance by the *Project Manager*: Within 2 days after Contract Award
- Method Statements, Quality Plan and Test Plan (ITP) submission and acceptance by the *Project Manager*: Within 3 days after Contract Award and before commencement of the relevant Works
- Project Schedule submission and acceptance by the *Project Manager:* Within 3 days after Contract Award

7.2.2 Use of the *works* before Completion has been certified

The *Project Manager* does not intend to use any part of the Works before Completion has been certified for a reason stated in the Works Information.

7.2.3 Materials facilities and samples for tests and inspections

The *Contractor* shall provide all materials, equipment, facilities, access and competent personnel necessary to carry out the tests and inspections required by the Works Information and the Contract.

The *Contractor* shall make all facilities, equipment and materials required for testing and inspection available at the time and place agreed with the Supervisor.

The *Project Manager* shall provide reasonable access to existing *Project Manager* facilities and infrastructure required for inspections and tests, subject to the *Project Manager*'s operational, safety, security and Permit to Work requirements.

7.2.4 Commissioning

The Works comprise the decommissioning, isolation, dismantling and removal of existing 11kV and 400V overhead line infrastructure and associated equipment. No commissioning of new plant, equipment or installations is required under this Contract.

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

Not Applicable.

7.2.6 Take over procedures

Take Over shall take place in accordance with the Contract following Completion of the Works.

The *Contractor* shall notify the *Project Manager* when it considers that the conditions for Completion have been achieved and shall provide all information and documentation required to facilitate Take Over.

Take Over shall not be considered to have occurred merely because the *Contractor* has completed individual activities or removed equipment from the Site. Take Over shall be dealt with in accordance with the applicable provisions of the NEC3 ECC.

7.2.7 Access given by the *Project Manager* for correction of Defects

The *Project Manager* shall provide the *Contractor* with reasonable access to and use of the parts of the Works taken over where such access is required by the *Contractor* to correct a Defect in accordance with the Contract.

The Defects Correction Period shall be 52 weeks (one year) from the applicable date stated in the Contract.

7.2.8 Performance tests after Completion

Not Applicable.

7.2.9 Training and technology transfer

No formal training or technology transfer programme is required as part of this Contract.

7.2.10 Operational maintenance after Completion

Not Applicable.

8 Plant and Materials standards and workmanship

All Plant, Materials and workmanship used in the execution of the Works shall comply with the requirements of the Works Information, applicable Eskom standards and specifications, and all applicable South African legislation and recognised national or international standards where specified.

8.1 Investigation, survey and Site clearance

The *Contractor* shall, before commencing the decommissioning Works, carry out any further investigation of the existing facilities and Site that is reasonably necessary to safely and effectively execute the Works.

The *Contractor* shall notify the *Project Manager* of any discrepancy between the physical Site conditions and the information provided in the Works Information before commencing the affected work.

8.2 Building works

Not Applicable.

No building works are included in the Scope of the Works.

8.3 Civil engineering and structural works

The civil engineering and structural works under this Contract are limited to activities associated with the decommissioning of the existing 11kV and 400V overhead line infrastructure. Reference to be made to the Scope of work.

The *Contractor* shall execute all civil and structural works in accordance with the requirements of the Scope of works, applicable Eskom specifications and standards, and applicable South African standards.

8.4 Electrical & mechanical engineering works

The *Contractor* shall execute all electrical works associated with the decommissioning, dismantling, removal and making safe of the existing 11kV and 400V overhead line installations in accordance with the Scope of Works, applicable Eskom requirements, approved method statements, permits and applicable legislation and standards.

8.5 Process control and IT works

Not Applicable.

9 List of drawings

9.1 Drawings issued by the *Project Manager*

The following is illustrated in the scope of works:

Appendix A: Lay-Down Area for the Civil Engineering *Contractor*

The designated lay-down area is shown on the drawing/illustration included in this Appendix. In the Scope of Works

Appendix B: 11kV Overhead Line Disconnection Point

This Appendix identifies the designated 11kV Overhead Line disconnection point applicable to the decommissioning Works.

C3.2 *Contractor*'s Works Information

A. *Contractor*'s Design

B. Plant and Materials

The *Contractor* shall provide suitable and certified plant, equipment and materials required for:

- Dismantling and removal of the 11kV and 400V overhead lines;
- Lifting, handling and transportation of poles, conductors, transformers and associated equipment; and
- Excavation, backfilling and reinstatement.

All plant and equipment shall be inspected, maintained and certified as required.

C. Method Statements and Quality plans

The *Contractor* shall submit method statements and Quality plans for:

- Electrical isolation and decommissioning;
- Dismantling and removal of the overhead lines;
- Pole and transformer removal;
- Lifting and transportation;
- Excavation, backfilling and reinstatement; and
- Protection of the 400V section that remains in service.

The *Contractor* shall comply with the accepted method statements by the *Project Manager.*

Part C4: Site Information

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C4.1 Site Information

1 Description of the Site and its surroundings

1.1 General description

Kendal Power Station (Kendal) is a 4 116 MW installed capacity base load coal fired power station, consisting of 6 units. Eskom commenced construction of Kendal in 1982, which was completed in 1993. The ash disposal facility is approximately 2km south-west of the Kendal Power Station terrace, and to the west of the R686.

1.2 Access limitations

Access to the site is controlled and it is governed by the terms and conditions lay down by Kendal Power Station security officials. The proposed site will be shown to the *Contractor* during the site meeting or clarification meeting by the *Project Manager*.

The *Contractor* liaises with the GCD SHE Practitioner/Officers for SHE Induction prior work to commence. During Safety Induction, site access permits with a copy of the medical, police clearance and a certified ID copy/passport (not older than three months) should be handed to the GCD SHE Practitioner/Officer for approval.

The *Contractor* employees will take the signed site access documents to security reception official in order to finalize their site access.

The *Contractor* ensures that all its employees carry their site access forms with them all the time.

The *Contractor* is subjected to alcohol testing on a daily basis.

The *Contractor* submits his application for vehicle permit to the *Project Manager's representative*. The personnel and vehicles entering and leaving the site are subjected to routine searches.

The *Contractor* obtains a "Gate Removal Permit" from the *Project Manager's representative* before materials and equipment can be removed from site. The "Gate Removal permit" gives itemised list of materials and equipment to be removed from site.

The *Contractor* ensures that a tool list is available on the day of arrival and that all tools are captured on the tool list. The tool list will be handed over to the Reception Security official that will stamp the tool list. The tool list will be kept safe and will be used when tools need to be removed from site. This message should be handed over to any Subcontractor that will be working on Kendal Power Station.

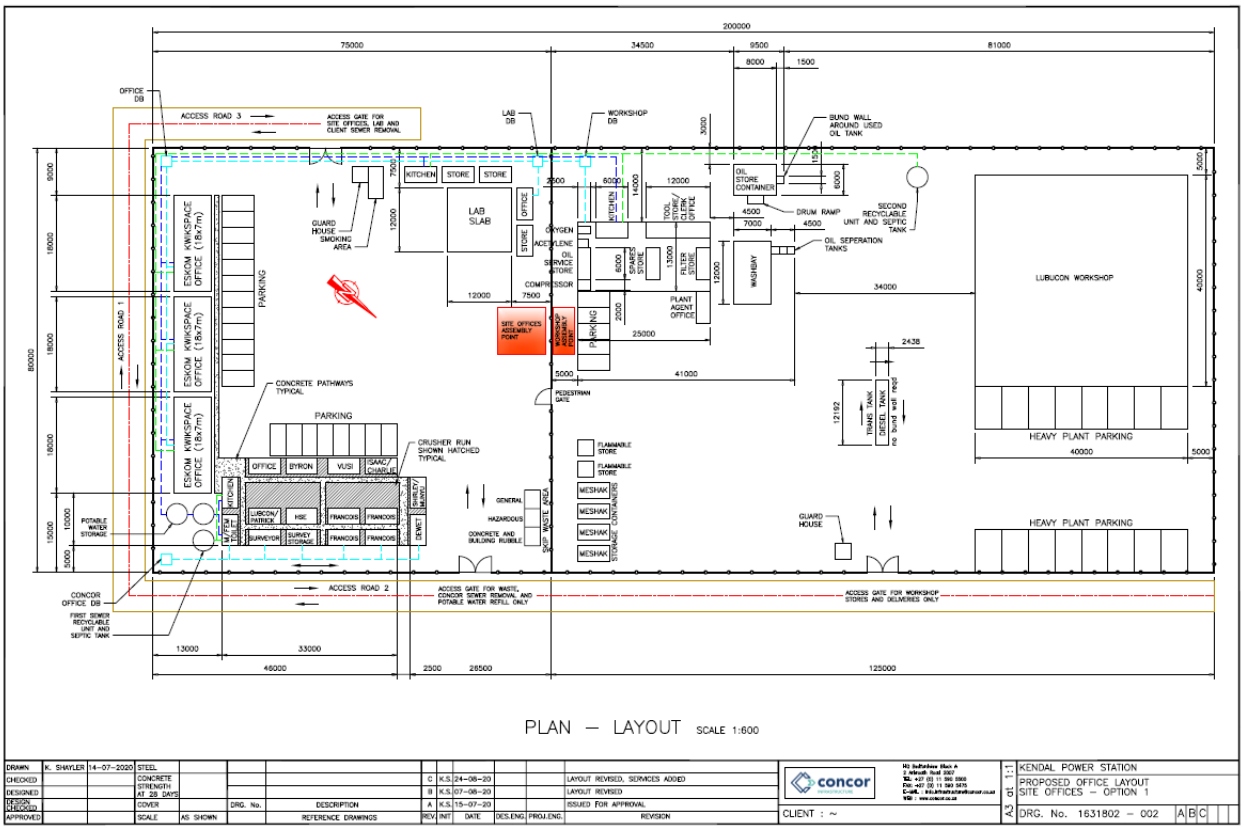
The maintenance works is visible, and the *Contractor* will have to get access from the *Project Manager* before executing any works.

The normal working hours are: 07h00 – 17h00.

The Figure below illustrates the designated electrical point of separation at the splitter box, where one section of the 400 V overhead line will remain in service and the remaining section will be permanently decommissioned.



1.3 Lay down area for a civil engineering contractor



1.4 11kV OHL disconnection point



1.5 Hidden services

The *Contractor* must undertake underground scanning prior any excavation works