

THE CONTRACT

PART 2:C1 AGREEMENT AND CONTRACT DATA

CONTRACT

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CONTRACT

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C1: AGREEMENTS AND CONTRACT DATA
C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

CONTRACT No.:

Construction of Bethal Electrification (Ward 02)

The Tenderer, identified in the Offer Signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax is:

R (In words.),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature: (of person authorized to sign the tender):

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Tenderer: (organisation):

Address:
.....

Telephone number: **Fax number:**

Witness:

Signature:

Name: (in capitals):

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

B. Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the bidder's offer shall form an agreement between the employer and the bidder 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 agreement)(also referred as Part 2)
- Part C2: Pricing data (also referred to as Part 3)
- Part C3: Scope of work. (also referred as Part 4)
- Part C4: Site information (also referred as part 5)

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to terms of the offer agreed by the bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviation from said documents are valid unless contained in this schedule.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill 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 bidder received one fully completed original copy of this document, including the schedule of deviations (if any). Unless the bidder (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature:

Name: (*in capitals*)

Capacity:

Name of Employer (*organisation*)

Address:

Witness:

Signature: **Name:**

Date:

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of tender.

A Tenderers covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract

1. Subject:

Details:

2. Subject:

Details:

3. Subject:

Details:

4. Subject:

Details:

5. Subject:

Details:

6. Subject:

Details:

By duly authorized representatives signing this schedule of deviations, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance. It is expressly agreed that no matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipts by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer:

.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Tenderer:

.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the “General Conditions of Contract for Construction Works – 2nd Edition 2010”, issued by the South African Institution of Electrical Engineering. (Short title: “General Conditions of Contract 2010”).

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under “Special Conditions of Contract”.

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered “SCC” followed in each case by the number of the applicable clause or sub clause in the General Conditions of Contract 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions of Contract 2010, and an appropriate heading.

C1.2.2: CONTRACT DATA (Applicable to this contract)

A. DATA TO BE PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REF. CLAUSE No	DATA BY EMPLOYER
1.1.1.13	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is 12 months measured from the Commencement Date, including special non-working days.
1.1.1.15	Name of Employer: UBUHLEBEZWE LOCAL MUNICIPALITY Address of Employer: Physical Address 29 Margaret Street P.O. Box 132 Ixopo 3276 Telephone No: (039) 834 7700 Fax No: (039) 834 7700 E-mail: sbmkhwanazi@Ubuhlebezwe.gov.za
1.1.1.16	Name of Engineering Consultant: GIBB (PTY) Ltd Address of Engineering Consultant: 1st Floor, Norfolk House, 54 Norfolk Terrace, Westville, Durban 3630 PO Box 1365, Westville, Durban 3630 Telephone No: 031 267 8568 Fax No: 031 266 3310 E-mail: kmoodley@gibb.co.za
3.1.3:	The Engineer is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.
5.3.1	The Contractor shall commence executing the Works within 14 days of the Commencement Date.
5.3.2	The documentation required before commencement with Works execution are: <ul style="list-style-type: none">i) Health and Safety Plan (<i>Clause 4.3</i>)ii) Initial Programme (<i>Clause 5.6</i>)iii) Surety (<i>Clause 6.2</i>)iv) Insurance (<i>Clause 8.6</i>)
	C10
	v) Letter of good standing for and C.O.I.D.A (Workman's Compensation).

- vi) Proof of Notification for construction works to the Department of Labour
- 5.3.2 The documentation required before commencement with Works execution is to be submitted within 14 days of the Commencement Date.
- 5.8.1 The non-working days are Sundays.
- The special non-working days are the construction industry yearend break and the following statutory public holidays as declared by National Government:
- New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.
- The construction industry yearend break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.
- 5.13.1 The penalty for failing to complete the Works is R 1500 per calendar day.
- 5.16.3 The latent defects period is 1 year
- 6.2.1 The surety to be provided by the Contractor shall be:
Performance guarantee of 10% of the tender sum up to the issue of the certificate of completion.
- 6.5.1.2.3 The percentage allowance to cover overhead charges is 15%.
- 6.8.3 Price adjustment for variations in the cost of special materials is not allowed.
- Contract Price Adjustment will not be applicable.
- 6.10.1.5 The percentage advance on materials not yet built into the permanent works is 50%.
- 6.10.3 The percentage retention on the amounts due to the Contractor is 10%.
- The limit of retention money is 10% of the amount of the tender offer, excluding contingencies and VAT.
- A Retention Money Guarantee is permitted.
- 8.6.1.1.2 The value of materials supplied by the Employer to be included in the insurance sum is nil.
- 8.6.1.1.3 The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 1 000 000.00.
- Special risk insurance issued by SASRIA is required.
- 8.6.1.3 The limit of indemnity for liability insurance is R5 000 000.00 (five million rands only) for any single liability claim. Liability insurance shall include spread of fire risk.
- 10.4.2, 10.7.1 Failing Amicable Settlement and resolution by Adjudication, unresolved Disputes shall be referred to Arbitration.

B: DATA TO BE PROVIDED BY CONTRACTOR

**REF. CLAUSE
No**

DATA BY CONTRACTOR

1.1.1.9 **Name of Contractor:**

1.2.1.2 **Address of Contractor:**

Physical: Postal:

.....

.....

E-mail:

Telephone No: Fax No:

6.8.3 The variations in cost of special materials will be based on the following:

<u>Special Material</u>	<u>Unit</u>	<u>Rate or Price</u>
.....
.....
.....
.....

C.12

C1.2.3: THE VARIATION TO THE GENERAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case maybe, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered SCC followed in each case by the number of the applicable Clause or Sub-Clause in the General Conditions of Contract 2010, and the applicable heading.

An asterisk (*) placed next to an SCC sub clause number denotes the inclusion of an additional/new sub clause for which no equivalent appears in General Conditions of Contract 2010.

2. VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2010), published by the South African Institution of Electrical Engineering, is applicable to this Contract.

1.1 DEFINITIONS

SCC1.1.15 The *Employer* means: UBUHLEBEZWE Local Municipality

SCC1.1.16 The *Engineer* means: GIBB (PTY) LTD - Technical

SCC1.2.1 Add the following new sub-clauses to Sub-Clause 1.2.1:

- SCC1.2.1.3* sent by facsimile irrespective of it being during office hours or otherwise;
- SCC1.2.1.4* posted to the addressee and delivered by the postal authorities; or
- SCC1.2.1.5* delivered by a courier service and signed for by or on behalf of the addressee;

In the second sentence of the last paragraph of sub-clause 1.2.1 and after the word *addresses* insert *and/or facsimile*.

SCC1.2.6 **Targeted Enterprise* means a business which adheres to statutory labour practices, is a legal entity, registered with South African Revenue Service and is a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

- a) which is at least two thirds Owned by one or more Previously Disadvantaged Individuals or, in the case of a company, at least two thirds of the shares are Owned by one or more Previously Disadvantaged Individuals; and
- b) whose management and daily business operations are in the Control of one or more of the Previously Disadvantaged Individuals who effectively own it: provided, however, that the annual average turnover excluding Value Added Tax (VAT) and any turnover generated in respect of work performed by other parties in a joint venture or a consortium, of the business during the lesser of the period for which the business has been operating, or the previous three financial years, does not exceed:
 - 1) R25 million in respect of contractors who generate more than 75% of their turnover as Prime Contractors;
 - 2) R10 million in respect of contractor who generate less than 25% of their turnover as Prime Contractors;
 - 3) R2.5 million, in respect of labour-only sub-contractors;

- 4) R10 million in respect of Manufacturers;
- 5) R15 million in respect of Suppliers;
- 6) R2.5 million exclusive of any turnover generated in respect of outsourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers; and
- 7) R2.5 million, in respect of other service providers, e.g. transporters, and that the sum of the average annual turnovers over the same period of all the business concerns which are under the Control of Previously Disadvantaged Individuals within the business entity or Affiliated Entities does not exceed one and a half (1.5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in b) above, seeking Targeted Enterprise Status.

2. BASIS OF CONTRACT

SCC 2.1.4 *COMPLIANCE WITH APPLICABLE LAWS

Add the following: The Contractor shall ensure that he and his Sub-contractors pay wages to their labour forces, including artisans, which are in accordance with those determined by the Department of Labour and which may vary from time to time during the Contract Period.

SCC 2.1.4.1 *The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993, and the New Construction Regulations, 2003), hereinafter referred to as "the Act", that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- a) The Contractor undertakes that the appropriate officials and employees of the Contractor, as well as Subcontractors, will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.;
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;
- c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions;
- d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor; and
- e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SCC2.1.1 *AVAILABLE DATA AND EXISTING INFORMATION

Add the following:

All known existing underground services in the vicinity of the Works are shown on the drawings and immediately prior to undertaking any work the Contractor shall check the record of underground services in order to ascertain the presence of any new services. The exact position of these services cannot be guaranteed. The Contractor shall exercise due care when working near these services. If any service shown on the drawings is damaged by the Contractor, then the Contractor shall bear the cost of the repair by the responsible authority.

The Contractor shall immediately inform the Engineer if he discovers the existence of any underground service which is not shown on the drawings. If such service is undamaged when discovered, it shall from then on be deemed to be known service and, if subsequently damaged by the Contractor, its repairs shall be a charge on the Contractor. If such unknown service is damaged when discovered, the cost of repair shall be met by the Contractor unless he establishes to the satisfaction of the Engineer that such damage could not by the exercise of reasonable diligence have been avoided; such service shall thereafter be deemed to be known service and the provisions of the preceding paragraph shall apply.

2.6* GUARANTEE

SCC2.6.1 GUARANTEE

The Contractor shall deliver to the Engineer within such time as may be stated in the Contract Data a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee, in a sum equal to the amount stated in the Contract Data, for the due performance of the contract. The said Company or Bank shall be subject to approval by the Employer.

The Engineer shall be empowered to withhold all payment certificates until the Contractor has complied with his obligations in terms of this clause.

Expenditure incurred in obtaining such guarantee and the Form of Guarantee to be entered into shall be borne by the Contractor unless the Contract otherwise provides. The Form of Guarantee shall be returned to the Guarantor within 14 days after the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works.

The Contractor shall then be responsible for returning the Guarantee to the Guarantor.

Should the employer be made unable to return the Guarantee, the Employer shall write a suitably worded letter addressed to the Guarantor but delivered to the Contractor within the prescribed 14 days, stating that he has no further claim against the Guarantor and the Guarantee may be cancelled. The Contractor shall then be responsible for forwarding such letter to the Guarantor.

In the event that the Contractor fails to submit an acceptable guarantee in terms of this sub-clause within the time stated in the Contract Data and acceptable insurance policies and proof of payment of premiums and continuity of the policies within the time stated in Sub-Clause 35.1 hereof, the Engineer shall, with the Employers approval, be entitled to delay the commencement of the Works (and hence the Commencement Date) by the number of days the Contractor is late in submitting the required documentation. The construction period shall ipso facto be reduced by the number of days the contractor was late in submitting the required documentation.

4.2 ENGINEER'S INSTRUCTIONS

SCC4.2.2 After the word "instructions", insert "(excluding the SABS 1200 Standardised Specifications)"

SCC4.7 FOSSILS, etc

Add the words "or traditional importance (such as burial sites)" between the words "interest" and "discovered" in the second line.

4.11 COMPETENT EMPLOYEES

SCC4.11.3* LOCAL LABOUR

Where it is a requirement that the Contractor employ local labour and local subcontractors on site, the Contractor shall, taking cognisance of the requirements of this Clause, appoint local labour subcontractors as required for the execution of the works and shall train and supervise them as may be necessary to execute and complete the tasks or functions for which they were employed. The preferred categories and ratios are as follows:

- $\frac{1}{3}$ (one third) of labour be women (above youth age category of 35 years);
- $\frac{1}{3}$ (one third) of labour be youth (men and women, 18 to 35 year age); and
- $\frac{1}{3}$ (one third) of labour be men (above youth age category of 35 years).

8.3 CARE OF THE WORKS

SCC8.3.1 EXCEPTED RISKS

Append Sub-clause 8.3.1.9 with except where the Contract specifically so provides,

8.6 INSURANCES

SCC8.6.1 INSURANCES TO BE EFFECTED

Amend Sub-Clause 8.6.1 to read:

"The minimum amount of insurance required in terms of this Clause, as stated in the Contract Data, shall be, per event, the number of events being unlimited:"

Amend Sub-Clause 8.6.1.1 to read:

"Insurance of all materials stored off Site, and intended for incorporation in the Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Sub-Clause 49.1 hereof:"

SCC8.6.6 CONTRACTOR TO PRODUCE PROOF OF PAYMENT

Add to Sub-Clause 8.6.6.1

"The policies and the proof of payment of premiums and continuity of the policies shall be produced within such time as is stated in the Contract Data."

SCC8.6.7* LEGAL PROVISIONS

Within such time as is stated in the Contract Data for the production of insurance policies in terms of the Sub-Clause 8.8.7, the Contractor shall deliver to the Employer a letter, either

SCC8.6.7* from his Insurance Company certifying that the Contractor has effected insurance with the Company for the full extent of his potentially liability under the Workmen's Compensation Act 1977 (Act No 23 of 1985) in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or

SCC8.6.7* from the Workmen's Compensation Commissioner certifying that the Contractor is currently in good standing with the Accident Fund.

SCC8.6.8* CLAIMS AGAINST INSURANCE

The Contractor shall immediately lodge any claim due under policies and press for early settlement. The Contractor shall proceed with the making good of the damage and shall instruct the Insurers to pay all monies in settlement of the claim to the Employer. The Employer shall pay these monies to the Contractor in the monthly certificate in proportion to the progress of the repairs. These payments shall be the only payment to the Contractor for the costs of making good the full amount of the damage to the Works.

10.1.6* EXTENSION OF TIME FOR COMPLETION

SCC10.1.6.1* TIME FOR COMPLETION

Where the industry regulated Christmas shutdown period of 3 weeks fall within the times for completion as calculated from the Commencement Date, the 3 week shutdown period shall be excluded from the calculation of the time for completion. No payments of any nature, including General Items payments, shall be made for the aforementioned 3-week shutdown period.

The time for completion of the Works shall be reduced by the amount of delay, if any, occasioned by the failure of the Contractor to submit an acceptable guarantee, insurance policies and proof of payment of premiums and continuity within the stipulated time.

SCC10.1.6.2* EXTENSION OF TIME FOR COMPLETION

In general, extension of time for the completion of the Works will, in terms of the General Conditions of Contract, be granted only for additional work and circumstances which could not have been reasonably foreseen.

No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions that effect on progress of the Works. The method whereby an extension of time due to abnormal rainfall will be determined is as follows:

- (1) Abnormal rainfall for each calendar month shall be the total working days in the month under consideration during which the Contractor is unable to proceed with his operations as specified under (2) below, less the number of days (from the table) representing normal rainfall for the month under consideration. (When drawing up his programme, the Contractor shall make provision for the expected delays shown in the table).
- (2) The claim for extension of time shall be the sum of all the positive monthly totals for the Contract Period. Negative monthly totals shall be disregarded. A day shall be considered as lost when the Cluster Manager agrees that no work was done or was capable of being done on any item shown on the critical path of the current construction programme. Items which are not shown on the critical path and have been affected by rainfall will not be considered for extension of time.

The Contractor is to erect a rain gauge on site. The rain gauge is to be monitored on a daily basis and daily readings recorded in the site diary.

6.8 ADJUSTMENTS IN PRICES

SCC6.8.1 RATES AND PRICES

Amend Sub-Clause 6.8.1 to read:

“The rates and prices stated in the Pricing Data are not subject to Contract Price Adjustment, but shall be final and binding throughout the period of the Contract.”

6.10 PAYMENTS

SCC6.10.1.5 In Sub-Clause 6.10.1.5, line 4, amend “documentary evidence” to read “a signed statement.”

7.8 DEFECTS

SCC7.8.1 In Sub-Clause 7.8.1, paragraph 2, line 2, after the words “Defects Liability Period,” insert “or within the period specified by the Engineer,” and in line 3 replace “thereafter” with “after the Defects Liability Period.”

SCC12* COPYRIGHT

Special Conditions of Contract, Specifications (other than Standardised Specification), Bill of Quantities and Drawings are the copyright of the Engineer.

SCC13* APPLICATION OF VAT

The percentage rate of VAT will be applied to the value of certificate issued in terms of Sub-Clause 49.1 of the General Conditions of Contract, after value of these certificates has been adjusted in terms of Clause 46.2 of the General Conditions of Contract and after retention has been deducted. VAT will be applied to the retention amount when it is paid.

C1.3: FORM OF GUARANTEE

FORM OF GUARANTEE

PRO FORMA

Employer: *(name and address)* _____

Contract No.:

Golf Course Development in Ward 02

WHEREAS _____

(Hereinafter referred to as "the Employer") entered into a Contract with

(Hereinafter called "the Contractor") on the _____ day of _____ 20_____

Contract No.:

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS _____ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excursion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of

_____ (in words)

R_____ (in figures)

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 20 _____

As witnesses:

1. _____ Signature _____

Name in Block Letters

2. _____ Signature _____

Name in Block Letters

Duly authorized to sign on behalf of (*Guarantor*) _____

Address _____

C.20

C1.4: AGREEMENT WITH ADJUDICATOR

This agreement is made on the.....day of 20..... between the Employer
(*name of company / organisation*).....
of (*address*).....
.....and the Contractor
(*name of company / organisation*)
of (*address*).....
.....(hereinafter called **the Parties**)

and

(*name*).....
of (*address*)
.....(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract No

..... for (*contract title*)

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* *Delete as necessary*)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the

5. Request of either Party.

C.21

SIGNED by:

.....
(Signature):

Name:
who warrants that he/ she is
duly authorized to sign for and
on behalf of the **First Party** in
the presence of

.....
(Signature):

Name:
who warrants that he/ she is
duly authorized to sign for
and on behalf of the **Second
Party** in the presence of

.....
(Signature):

Name:
the **Adjudicator** in the
presence of

.....
Witness: (Signature)

Name:

Address:

.....

.....

Date:

.....
Witness: (Signature)

Name:

Address:

.....

.....

Date:

.....
Witness: (Signature)

Name:

Address:

.....

.....

Date:

C.22

**C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY
ACT No 85 OF 1993**

THIS AGREEMENT is made between

(hereinafter called the EMPLOYER) of the one part, herein represented
by:.....

in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented
by

in his capacity as:

duly authorized to sign on behalf of the Contractor.....

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

CONTRACT No.: UBU-B-07/01/20 Construction of Bethal Electrification (Ward 02)

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps- as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps- may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps- it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER** on this

the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.2.7 RETENTION MONEY GUARANTEE PRO FORMA

RETENTION MONEY GUARANTEE

UBUHLEBEZWE LOCAL MUNICIPALITY

CONTRACT No. UBU-B-07/01/20, Construction of Bethal Electrification (Ward 02)

ISSUED TO: the UBUHLEBEZWE LOCAL MUNICIPALITY

Represented by **IPD Director** (Hereinafter referred to as "the Employer")

ON BEHALF OF: (Hereinafter referred to as "the Contractor")

In connection with

CONTRACT NO. UBU-B-07/01/20 (Hereinafter referred to as "the Contract")

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

.....

or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.

2. The Engineer's certificate referred to in Clause 1 shall certify

(a) that he is the Engineer in office as such in terms of the Contract,

(b) that the Contractor is in breach of his obligations under the Contract, and

(c) that the amount demanded, which amount the certificate shall specify,

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
- (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 40 Main street, Ixopo or at such other address as the Employer shall in writing notify us.
4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.
5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of

on this day of

Signature :

Capacity:

Address:

As Witnesses:

1. Name in Block Letters ...

2. Name in Block Letters

PART3 C2: PRICING DATA

C2.1 Pricing Instructions

- 1) All queries will only be answered in writing, through the Employers representative responsible for issuing the enquiry
- 2) The bill of quantities forms part of and must be read in conjunction with the specification which contains the full description of the work to be done and material and equipment to be used. Unless otherwise description in the bill of quantities, reference should be made to the specification for the full meaning of the description of work to be done and materials and equipment to be used in this service
- 3) The total tender price in the tender form shall constitute the contract price of the successful Tenderer. Tenderers are advice to check their item extensions and totals additions, so no claim for arithmetical errors will be considered.
- 4) No alterations, erasure or addition is to be made in the text of the bill of quantities. Should any alteration, erasure or addition be made it will not be recognized but the original wording of the bill of quantities will be adhered to.
- 5) The bill of quantities of the successful Tenderer will be checked and the *Employer* reserves the right to call for adjustments to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered.
- 6) The responsibility for accuracy of the quantities written into the bills remains with the person who prepared the bill. The Tenderer shall be relieved of responsibility of measuring quantities at the tender stage. The tender sum submitted shall be in respect of the quantities set out in the bills and the Tenderer will be required to make his assessment of items such as brackets, fixing, etc., from details stated in the bills and shall include in the item prices for such small installation materials as required for the complete installation in accordance with the specification. Conductor price shall include for the wastage and sagging.
- 7) All price entered in the bill of quantities shall include for the supply (inclusive of any taxes, duties and fees which may be applicable), installation, testing, and commissioning, guarantees (with free maintenance during the guarantee period) and profit, but EXCLUDING VAT
- 8) The successful Tenderer and the *Employer* or his representative may agree that the total of any bill, including any variations by way of additions thereto or deductions there from, represents a fair accurate quantification of the items set out in the bills and the parties may agree to final payment on that basis. In the event of any dispute as to the quantities, the disputed item or items shall be adjusted where necessary.
- 9) The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting in position, all installation materials and sundries, cutting and waste, sagging, patterns, models and templates, plant, temporary works, return of packing's, establishment charges, profit and all other obligations arising out of the condition of contract.
- 10) All provisional sums shall be expended as directed by the *Employer* and any balance remaining shall be deducted from the amount of the contract sum.
- 11) All items described as 'Rate only' shall be measured as executed and paid for according to the price. No work for which "Rate only" items are provided shall be commenced without written instructions from the *Employer*.
- 12) Unless a separate rate for the supply and for the installation of any item is specifically called for the supply and installation cost of any item shall be fully included in the price.

- 13) It is a requirement of the contract that the work shall be carried out in the manner, which is most economical on materials. Unless otherwise indicated by the *Employer*, the tendering *Contractor* is required to use the shortest practical route for all conductors subject to restrictions of the specification and good electrical practice.
- 14) The quantities in the bill of quantities are not to be used for ordering materials
- 15) All measurements are Net and Tenderers must allow for wastage in the item rate submitted.

C2.2 Price List

SECTION	DESCRIPTION	AMOUNT R
1	PRELIMINARY AND GENERAL	
2	MV AND LV RETICULATION	
3	MV AND LV ANCHORS	
4	MV TRANSFORMERS	
5	MV OVERHEAD SYSTEM	
6	OVERHEAD SUPPORTS	
7	LV INFRASTRUCTURE	
8	HOUSE CONNECTIONS	
	NET TOTAL OF TENDER	
	ADD CONTINGENCIES 10.00% OF NET TOTAL	
	TENDER AMOUNT	
	CONTRACT PRICE ADJUSTMENT PROVISION	
	ALLOWANCE FOR VAT AT 15.00%	
	TOTAL TENDER SUM	

Contractor:

.....
PRINT NAME

.....
SIGNATURE

.....
DATE

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Bill of Quantities (See the attached)

C.30

PART 4.C3: SCOPE OF WORK

C.31

C3.1 SCOPE OF SERVICES

Description of the Works

C3.1.1 Executive Summary

Ubuhlebezwe Local Municipality invites bids from suitably qualified and experienced Electrical Engineering Contractors approved for ESKOM MV/LV works in the ESKOM Eastern Region for the electrification of 300 new connections within Ubuhlebezwe Local Municipality.

The project is a provision of electrical infrastructure including compilation of all information to successfully upload the PCS files as required for reporting of energized connections for the Bethal Electrification Project in Ward 02 of Ubuhlebezwe Local Municipality in **Harry Gwala District Municipality**, KwaZulu Natal - Eastern Region.

C3.1.2 Extent of Works

This contract covers the supply, insurance, delivery, transport, handling, storing, erection, aligning, supporting, connection, commissioning and handing over in complete working order and providing as-built drawings, electrical equipment and other equipment described in greater details elsewhere in this document and/or shown on drawings and set out in the bills of quantity and as described below:

The scope of works includes the following:

- The construction of 2.9 km ACSR FOX dual phase route length.
- The installation of 2 x 16kVA/230V 11kV transformers and 4 x 16kVA/230V all 22kV transformers.
- The LV infrastructure consists of 3km of Single LV 35mm² ABC, 1.2km of Dual LV 35mm² ABC.
- The 50 household service connections are to be connected with approximately 1.8kms of 6mm² Airdac and the 50 Split Power-Rail PLC Meters to be sealed by the Contractor including making good walls where ready-board has been installed.

The respective MV lines, transformers, auxiliary equipment and house services connections, are to be supplied, constructed, commissioned, tested, energized, and handed over to the Eskom. The quality of work is to be audited by the contractor, before being inspected by the Project Manager or his representative and Eskom T&Q, Clerk of Works and TSC.

C3.2 Risks:

The following risks have been identified at project design stage:

- Working in close proximity of existing overhead lines.
- Working on uneven terrain presenting risks of falls.
- This is a residential built up area and there are possible public liability risks.
- Ergonomic risks from working on elevated positions
- Weather related risks as temperatures can be extreme
- Hi-jacking risks

- Most parts of the area have explored rocks, earthing of Transformers and general work may pose a challenge.

C.32

C3.3 Material

All materials for Bethal Electrification Project are to be supplied and delivered by the contractor for safe keeping on site.

Transport for collecting of materials is for the Contractors account.

Transport for returning of **All** the Eskom or Municipalities surplus and dismantled materials are for the Contractors account.

Items for The Works Supplied by the Municipality received from Eskom

The following material will be supplied to the Contractor as the work conducted is under the jurisdiction as an Eskom Operations and Licensed area:

SAP NO.	QUANTITY	DWG. NO.		DESCRIPTION
			Supplied	TRF, LINK AND MARKETING LABELS
			Supplied	

Materials supplied by Eskom, marked “collect” must be collected from Eskom Stores.

The Municipality representative and the Contractor shall sign the Goods Issue Document at collection as a declaration that;

- The quantities are correct as specified on the Good Issue Document
- The quality of material is acceptable
- Any discrepancies found shall be noted in the remarks column and co-signed by the Municipality representative
- Municipality representative and the Contractor

MATERIALS SUPPLIED ARE:

All other materials associated with the completion of the project as per the bill of quantities.

The Storekeeper shall action these remarks

The Contractor is responsible to store and safeguard the material on site.

All material received shall be neatly stored in clearly defined areas to facilitate checking of quantities and quality. Receipt slips shall be forwarded to the Project Manager on collection and a record shall be kept on site of the total quantities of material received. Such records will be subject to audit by the Department of Energy. Ubhlebezwe Local Municipality will not be held responsible for any construction delays resulting from loss of material.

All surplus material, including off-cuts of phase and earth conductors shall be collected by the Contractor on completion of each scheme and returned to Ubhlebezwe Local Municipality's Operational Store.

Loss, theft or damage to material supplied by Ubhlebezwe Local Municipality while under the Contractors control shall be for the account of the Contractor. The risk in the material shall pass from Ubhlebezwe Local Municipality to the Contractor on receipt by the Contractor

The Contractor shall have no claim against Ubhlebezwe Local Municipality in respect of delay and

disorganization of work due to late deliveries of materials to Ubuhlebezwe Local Municipality Stores or railheads for reasons beyond the control of Ubuhlebezwe Local Municipality.

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It is the Contractors responsibility to ensure that delays in deliveries of materials are brought to the notice of Ubuhlebezwe Local Municipality's Project Manager immediately.

The Contractor shall maintain a record of material receipts, on hand and where used at the storage premises at all times.

The Eskom Project Manager shall be allowed free access to audit and inspect such site stores

The Contractor shall ensure that all materials required for the completion of this Works, shall be timorously ordered and delivered. A minimum of 14 (fourteen) days' notice on a dispatch request form is required by Eskom for the preparation of each batch of materials to be delivered. The Contractor will nevertheless compile a detailed delivery schedule depicting types and quantities of materials and the dates on which such materials shall be available for collection.

The Contractor shall note that materials shall be specified in terms of standard assembly drawings as contained in the Eskom Distribution Standard

The Contractor shall nominate a responsible person for receiving of material from Ubuhlebezwe Local Municipality Stores. The nominated person shall collect materials personally and shall present identification to Municipality's requirements.

At the end of the contract period, all surplus material shall be returned to Municipality's Operational Store(s) from where they originated

No person shall be allowed or permitted access to the material storage area without the written consent of the Project Manager.

The Contractor shall not release any material received by this store to any person, including Municipality personnel, without the written permission of the Project Manager. In the event of such permission being granted, date, time, quantity and recipient shall be noted, and signed for the person removing the material.

Copies of receipt slips shall be forwarded to the Employer's representative on receipt and a record shall be kept on site of the total quantities of material received. Such records will be subject to audit by the Employer's representative. The Employer will not be held responsible for any construction delays resulting from loss of material.

If meters are mislaid on a project, the *Contractor* must immediately notify the *Employer* of the loss. The *Contractor* will be liable to the *Employer* for all meters that are mislaid or lost on the project. The *Employer* will deduct an all-inclusive cost of R 3000.00 (excluding VAT) per meter from the payments due and / or retentions held.

"Contractors are at all times fully accountable for meters commissioned illegally or service connections completed illegally, for financial compensation or not, whether the connections were completed by their staff or by others. The contractor will not be relieved of his accountability based on whether the staff *introduced and employed for Eskom work is of temporary or permanent* nature.

Any illegal activity that is uncovered that is as a result of a particular contractors staff will result in the contractor and the staff being liable and being penalized, charged and possibly prosecuted."

C.34

C3.4 Meetings

It is envisaged that the Contractor will be attending the following meetings at his own cost

Meeting	Frequency
Site Inspection (Quality Assurance)	twice a month
Site Meetings	twice a month
Pre-Energising commissioning	once/ zone
Project Closing Out Meeting	once
Final Hand-over	once
Safety meeting	once/month
Feedback meetings	once/month

C3.5 Recording of Tests / Complaining / Safety Data

The Appointed Contractor should provide the books / manuals for recording the above data.

C3.6 Program

C3.6.1 Key Dates

Clarification meeting	18/02/2020
BoQ returnable	16/03/2020
Construction to Commence	15/03/2020
Construction Completion	30/05/2020
Energising of all connections	20/05/2020
Handover,CRP data. As-built drawings	27/06/2020

Anticipated connections

May 2020	-	50 connections
Total	-	50 connections

A detailed construction and resource schedule to be provided by contractor as indicated in the annexure. This becomes part of the contract. Failure to provide this may result in disqualification

C.35

C3.6.2 Documents, Liaison and Reporting

- a) **Employer's Agent** duly authorised to administer this Appointment and to whom all related correspondence and copies of invoices shall be addressed is:

GIBB (PTY) LTD

1st Floor, Norfolk House, 54 Norfolk Terrace,
Westville, Durban 3630
PO Box 1365, Westville, Durban 3630

ATTENTION: Mr. Komlen Moodley

Tel: 031 267 8568

Fax: 031 266 3310

Email: kmoodley@gibb.co.za

- (b) *Original* invoices to be sent to:
UBUHLEBEZWE LOCAL MUNICIPALITY

Physical Address

29 Margaret Street

P.O. Box 132

Ixopo

3276

Telephone No: (039) 834 7700

Fax No: (039) 834 7700

E-mail: sndebele@ubuhlebezweUbuhlebezwe.gov.za

- (c) Reporting Requirements:

A weekly progress report containing:

- Executive summary
- Performances to date
- Matters Arising
- Upcoming planned duties
- Conclusion/ recommendations
- Overall performance of Contractor
- Etc.

has to be sent to the above-mentioned *Employer's Agent*, every Friday.

The following feedback is also required by the above-mentioned responsible person:

Physical progress on all aspects of the project every Friday before 15h00.

The Employer's Agent will discuss the format and definitions with the Contractor.

- (d) Payments:

The assessment for work done on site will be on the 15th day of each month

NOTE:

Section 6 of the Bill of quantities “House Connections” will only be paid once all correct information necessary for the loading of connections into Co-daptix has been submitted to Eskom/Consultant i.e. control sheets, meter cards, Uploaded PCS files etc.

C3.7 Temporary Works

The Contractor is to allow for all temporally works required erection and installation of the electrical plant and equipment to be installed under this contract.

C3.8 SMME / BWO Status

Contractors are requested to supply information pertaining the ownership and control of the company. The contractor is to supply their BEE Verification Certificate and CIDB confirmation status.

Confirmation of the above and current ownership is a Tender Returnable.

C3.9 Procurement

C3.9.1 Compliance with Employment Equity Act No. 55 of 1998

Contractors employing more than fifty (50) employees are required to submit a certificate of compliance with the Employment Equity Act No. 55 of 1998.

This certificate of compliance is a mandatory Tender Returnable and failure to do so would lead to disqualification of the offer / tender.

C3.9.2 Community Involvement

Generally

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

Contractor must follow the established *Municipality* methods and channels

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

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

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

Implementation of Ubuhlebezwe Local Municipality policy

The following aspects of Ubuhlebezwe Local Municipality's intentions regarding community oriented projects

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

C3.9.3 Expanded Public Works Programme

Description of the works

The project includes the following aspects:

- The erection of the installation, as per the approved design
- The testing and commissioning of the entire installation
- The provision of acceptable marked up signed, stamped and dated “as-built” drawings, sag and tension charts, compliance and hand over procedure.
- Making good of house walls where ready board has been installed.
- The handing over of the installation in a working order with all the necessary administration
- The contractor will fix marketing labels, provided by the Consultant's Marketing Agent, as per the labelling standard, TQCSS005.
- Completing of PCS file for uploading of connections to be done immediately after energization and registering of all connected customers on the Eskom customer management system within 7 days after energization.
- Sealing of all installed customer meters
- The completion of all the necessary administration work in providing the works. (SACS, Planning, Survey, Project Engineering)
- Installation certificate to be completed by a competent resource and to be submitted within 7 days after energization.

The all the construction works comprised in this contract is for the Bethal Electrification In Ward 02 of Ubuhlebezwe Local Municipality area.

Employer's Objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods

Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

The degree to which Contractors are able to embrace these principles must be indicated in the Tenders submitted (see Tender Forms). This aspect of the Works is material and will be evaluated in consideration of the Tenders

To be collected by the Contractor:

- Base indicators to be collected on all EPWP projects (Table 1)

Table 1: Base indicators to be collected on all EPWP projects

B1 Number	Project level Indicator to be used in monitoring system	Comments
1	Number of people ("Different warm bodies") employed on relevant project	Will be assumed to be equivalent to number of job opportunities created. Will measure the number of people to benefit directly from the EPWP
2	Person-days of employment created	Total number of person days created will be divided by 230 to convert to person years of employment created
3	Minimum wage rate	Since local public bodies may set the wage rate as part of the EPWP to wage rate on a particular project will need to be reported
4	Number of training days provided	Since all workers are entitled to training it is important to ensure that actual training is delivered
5	Overall spending on the project	Will give an indication of how much is actually spent on EPWP projects
6	Demographics of workers on EPWP Projects	The percentages of women, youth and disabled to be reported on.

- KPI to be used for the EPWP (Table 2)

Table 2: KPI's to be used for the EPWP

KPI Number	KPI	Method for calculation	Comment
1	<i>Number of Job opportunities created</i>	Assumed to be equal to number of warm bodies employed per project	Will give an indication as to how many unemployed people benefit directly from the EPWP
2	<i>Person years of employment created</i>	Divide the total number of person days of all projects by 230 (Agreed upon number of person days of employment per year)	Indicator that shows the equivalent number of full-time jobs created
3	<i>Number of training days provided</i>	Total sum from all projects	Measure total amount of training provided
4	<i>Overall spending on EPWP projects</i>	Total sum from all projects	Measure total government spending on the EPWP
5	<i>Demographics of workers on EPWP projects</i>	Total sums of the project totals of women, youth and disabled employed	Measures the demographics of the people benefiting from the EPWP
6	<i>Average length of employment created</i>	Divide person years of employment created (KPI 2) by number of job opportunities (KPI 1)	Also allows comparison between sectors and types of projects
6	<i>Total income paid out to previously unemployed workers</i>	Multiply number of person-days (BI 2) by the minimum wage (BI 3)	
		C.39	

7	<i>Average income of EPWP worker</i>	Divide Total income (KPI 6) by Number of job opportunities (KPI 1)	
8	<i>Average duration of training provided</i>	Divide total number of training days (KPI 3) by number of job opportunities (KPI 1)	Provides an indication of the level of skills build in the programme
9	<i>Percentage of spending paid out to EPWP workers</i>	Divide total income paid out (KPI 6) by Overall spending on EPWP (KPI 4)	Measure the labour intensity of the EPWP

C3.10 Construction

C3.10.1 Outline of Additional Work Required by the Contractor

Community liaison

Materials management

Outage management

Quality management

Commissioning

Hand-over

C3.10.2 Statutory Requirements & Standards

All activities shall comply with the statutory requirements and where possible within the ambit of the relevant guidelines, inter alia:

The Occupational Health and Safety (OHS) Act 85 of 1993 and Construction Regulations, 18th July 2003

The principles of the Distribution Standards (Eskom)

The requirements of the relevant Eskom Standards in force at the time of tender, i.e. Distribution Standards, Technical Bulletins and Engineering Instructions

The Construction Regulation under Government Gazette No. 25207 of 18 July 2003

The Contractor is to note that should shortcomings appear in the Eskom standards, these are to be highlighted, and proposals offered, and allowances for changes based on these proposals are to be included in the tender.

All tenderers must make generic Health & Safety Plan and Health & Safety Competency information available to Eskom Risk for evaluation on acceptance of tender or provide relevant documentation indicating accreditation.

Contractor Requirements / Registration

The Contractor must ensure compliance with the following requirements / registration:

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Wireman's License

Electricity Contractors Board Registration
Operation Regulation for High Voltage Systems

Appointment of a responsible person in terms of the Occupational Health and Safety Act , Act 85 of 1993

C3.10.3 Materials

All materials offered are to conform to the **Eskom Buyer's Guide Part 9** and they are to be procured from **Eskom Preferred Suppliers** (Refer to document **TQSN008** listed under section 3, Specifications), and shall be new and of the best quality. If any deviation or variance from the above to be approved by the Consultant prior to implementation.

Material options will be determined in accordance with the Distribution Standard packages. Where specific site circumstances require non-standard material application and / or due to shortcomings of the standard package, the designer / contractor shall develop "ad hoc" packages to submit these to Eskom Technology & Quality Department for approval before implementation.

Where materials other than those in the standard design packages are offered, the "Tendered material and Technique" schedule shall be completed as part of the tender.

In addition to the Buyer's Guide, all bare conductor shall comply with the Eskom Distribution Technology Standard SCSSCAAY5 Rev 1 "Specification for Phase Conductor for Distribution Lines" February 2001.

C3.10.4 Refurbished Materials

Only new material will be tendered on in the main offer. Refurbished / second-hand material may only be tendered as an alternative

C3.10.5 Marked Conductor

- Only marked conductor may be used on this project as per Eskom standard on projects
- The tenderers provide for waste and off-cuts in their tenders.
- The successful tenderer (Contractor) must procure marked conductor from an approved manufacturer, on behalf of the Municipality.
- Ubuhlebezwe Local Municipality will maintain ownership of the marked conductor at all times.
- Conductor manufacturers may sell marked conductor only to those contractors who can prove that it will be used on Eskom related projects. Ubuhlebezwe Local Municipality will provide such contractors with the necessary proof, indicating the name of the project and the quantities required.
- The contractor provides for the necessary transport arrangement to deliver conductor to site.
- Ubuhlebezwe Local Municipality pays the contractor in accordance with the contract, and the contractor pays the supplier in accordance with their agreement.

The contractor arranges for returning unused marked conductor to the supplier, should there be any.

C.41

- The contractor returns all waste and off-cuts to the Municipality stores.

- An accredited Distributor may only be included in the supply chain if Ubuhlebezwe Local Municipality have received confirmation from the Eskom-approved Manufacturer of the following:
 - The Distributor is an approved/ accredited Distributor of the Manufacturer.
 - No marked conductor will be sold to anyone without a letter being presented to the manufacturer.
 - Marked conductor will be delivered directly to the contractor/ site.
 - No marked conductor may be at the premises of the Distributor.
- The Distributor merely arranges the deal, and the process as currently being applied, remains unchanged.

C3.10.6 Restriction Applicable to the Successful Tenderer

Eskom Procedures, Directives & Policies

The Contractor must ensure compliance with all applicable Eskom Procedures, Directives and Policies

C3.10.7 Plant and Materials, Including Materials Supplied by the Employer

C3.10.8 Offloading, Stacking and Liability for Breakages

The Contractor will be required, at his own expense; to make all arrangements for offloading and carefully stacking all plant delivered under this contract at the Site of the Works. The offloading and stacking shall be carried out strictly in accordance with the requirements of the Employers representative so as to permit a thorough and careful examination and testing of all items for breakages, fractures, etc, and any routine maintenance that may be required during storage and that will be carried out by the Contractor under this Contract.

The Contractor shall be fully responsible for the protection of all plant delivered by him to Site in accordance with the requirements of the Conditions of Contract. The tendered price submitted by the Tenderer shall be deemed to cover the provision of security during the installation and commissioning phases.

C3.10.9 Inspection at Site

All materials and plant will be carefully examined upon delivery at the Site by the Contractor and the Clerk of Works. All items showing defects or damage of any description shall be laid aside as being not in accordance with the requirements of the Contract and these shall be removed and repaired or replaced by the Contractor at his own cost.

Plant or materials supplied by the Employer will be examined and laid aside, but not removed, repaired or replaced at the Contractors cost

C3.10.10 Earthing

The Contractor will be responsible for ensuring that soil resistivity tests are carried out, and that the earthing design is completed and submitted with the tender. (as per Earthing Standards part 2).

C3.10.11 Clearances and shared structures

As per the Distribution Standard.

C3.10.12 Equipment and Structures

The Contractor is to ensure that structures are uncluttered and that working clearances are maintained with regard to the amount of equipment installed and shall ensure that provision is made for safe and easy operational practice. This is especially pertinent to strain poles, switching points and transformer structures. Equipment must not be positioned on angle or strained structures. In addition, there shall be no three-phase tees, or equipment placed on vertical structures. Medium Voltage routes are to be as straight and simple as possible. Correct sag and tension techniques are to be used.

C3.10.13 Site Visits

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

(The Consultant and Ubuhlebezwe Local Municipality personnel will be granted full and unconditional access.)

C3.10.14 Connections

The following principles apply to connections

- (a) Where only a meter change occurs,

The requirements of the standard, "Connecting existing customers in townships which Eskom is electrifying Ref.: CD/s019" applies
- (b) New Connections

Combined Neutral and Earth (CNE) service to be provided in line with the new earthing policy

All meters to be sealed by the Contractor. **(see bill no. 6 in all the project bills)**

Note:

The contractor is responsible to make good walls where ready-boards have been installed which may include the wall to be plastered and an application of one coat of paint. (See bill no. six (6) in the Bill of Quantity.)

Section 6 of the Bill of quantities "House Connections" will only be paid once all correct information necessary for the loading of connections into Co-daptix has been submitted to Eskom/Consultant i.e. control sheets, meter cards, Uploaded PCS files etc.

C3.10.15 Upfront Payment

Tenderers may submit an alternative tender indicating the savings in cost if the Contractor was to be paid for the upfront purchase and delivery of material.

The upfront payment for materials on site is subject to the Contractor meeting the following criteria:

Contractor provides proof that the ownership of the said materials has passed from the supplier to the Contractor (i.e. letter from supplier stating that the materials are paid for in full / or cession from supplier ceding title to the Contractor);

List of materials supported by copies of invoices and delivery notes;

Cession from the Contractor transferring ownership of said materials to Ubuhlebezwe Local Municipality; Verification by Employers representative / Clerk of Works that materials are on site.

C3.10.16 Marketing and PCS data

1. Gather all project and customer information.
2. The area to be covered must be indicated on a map with clear boundaries.
3. Community meeting must be held explaining the purpose of the contractor's visit to the area prior to commencement of fieldwork.
4. Explain the electricity process to the customers.
5. Capture final GPS coordinates of installation where the meter is installed.
6. Capture the attribute data of the household in accordance with Eskom specification.
7. Allocate a number to the house in accordance with Eskom specification. This number is called the AltID of the installation. Attach labels as per Eskom's standards.
8. Attach labels to the stubby pole using Eskom approved labels. In the absence of stubby poles labels to be attached to house.
9. Complete Prepaid Application Data Collection Form. The forms will be supplied by Ubuhlebezwe Local Municipality.
10. Present GPS data to Eskom representative in .dgn format as required by Microstation version 8.
11. The PCS file is to be populated with accurate information and special attention to the Meter number, Installation Certificate number, Sealing device number and AltID number
12. The meter number needs to be checked off against the scanned meter number from the MATs system received from the Consultant on the issuing of the meters.
13. Installation AltID must be indicated on the .dgn.
14. The installation data must be updated and presented in the latest PCS.xls spreadsheet
15. The GPS coordinates must have an accuracy of 3-5 meters
16. The Installation Certificates are to be filled per transformer zone in a lever arch file.
17. PCS file needs to be verified by the consultant and customer services DC's
18. The GPS format must be WGS84. Account Number is done by Eskom at Uploading Stage.

C3.10.17 Sample infrastructure Installation

- The successful Contractor will be required to build a sample reticulation sub system for the Municipal's Project Manager's approval, to serve as a quality benchmark for the project before construction commences. This sample system shall include the tendered commodities (sample board) and the construction techniques (stubby line) applicable to the project and shall be built at a central point (to be agreed with the Project Manager). The cost of the sample system in its entirety will be for the Tenderer's account.
- The sample installation proposal shall be submitted at the detailed design stage and the construction work shall not commence until such time as the sample installation has been completed and approved by the Project Engineer. Furthermore, all materials used shall comply with the requirements of the Buyers Guide, Distribution Std part 9, and shall be new and of the best quality.
- The stubby line and sample board shall remain available and intact for the full duration of the project.

C3.10.18 Approvals

The *Contractor* shall obtain the statutory approvals for the construction of this project on behalf of the Municipality from the Authorities concerned and such approvals must be forwarded to the Eskom's Technical Evaluation Office. All approvals to be done via Eskom's Technical Evaluation Office to cater for annual consideration/records etc. Statutory approvals for any given transformer area have to be submitted prior to the construction of that particular transformer area, to the Municipality Project Manager.

C3.10.19 Specification for “As-Built” Plans (Rev. 4 1999-10-25)

Main Objective

The main objective behind the requirement for the provision by the Contractor of “as-built” information is to provide the computerized mapping service for the Marketing, Planning, Survey Records, and Construction and Maintenance of Urban/Rural reticulation projects. The Contractor is to mark-up the construction drawings with all changes on site showing the as-built configuration and these are to be submitted to the Consultant technical evaluation for the creation of the as-built drawings.

C3.10.20 Reporting to the Consultant and Municipality

The *Contractor* is referred to the required Progress Report Format, as per the above. The form compares the “Planned” progress at the start of the project with the actual progress achieved

The form is to be completed weekly with all the information as required on the form.

C3.10.21 Excavation

Due to excavations being entirely the Contractors risk, Contractors must make themselves fully aware of the soil conditions during the Tendering phase.

Contractors are warned that the terrain is uneven and the access to pole positions may prove to be difficult in certain areas.

Contractors are advised to obtain as much information as possible regarding the soil structure in this area as no claims will be entertained should excavations prove to be more difficult than what Contractors allowed for in their Tender Submission.

Blasting of holes will be compensated at a quoted rate as per attached Bill of Quantities. No extra compensation for rock excavation using mechanical tools will be considered. All holes to be blasted will have to be verified by the Consultant prior to blasting and will be measured as extra over. The contractors offer will be evaluated with the provisional quantity of rock inclusive and exclusive of the tendered price.

C3.11 PROGRAMME, PLANNING & REPORTING

A programme is to be submitted within 14 days of contract award. The programme shall indicate critical path activities and shall be submitted in hard copy and MS Project format (.mpp) or Excel (.xls).

When work under this Contract must of necessity be carried out in conjunction with the work of other contractors or with that of the Employer, it shall be co-ordinated and programmed in such a manner as to interfere as little as possible with the progress of such other work, and so as to offer every reasonable facility to other contractors and to authorized employees of the Employer.

One quarter of the Price for work done to date will be retained in assessments of the amount due until the Contractor has submitted their first programme showing the information which the Works Information Requires

The *Contractor* shall submit a programme in the form of an activity schedule, which itemizes the Works and indicates both the Rand value and the duration/completion of each activity.

Reporting Requirements:

A weekly progress report containing:

- Executive summary (typical one to two paragraphs)

- Performance to date
- Problems experienced
- Priorities for the next two weeks
- Corrective actions necessary and needed
- Overall performance of Contractor (s)

has to be sent to the *Employer's Agent*

The following feedback is also required by the above-mentioned responsible person:

- Physical progress on all aspects of the project every Thursday before 12H00

The format and definitions will be discussed with the *Contractor* and by the *Employer's Agent*.

C3.12 COMPLETION

The Contractual Completion Date will only be achieved when the as-built information supplied by the Contractor accepted and approved by the Municipality and Consultant; when all connections are energized and handed over to Eskom.

The Contractor must submit marked-up drawings to the Consultant, who will compile and submit the as-built drawings to Eskom for approval.

The Contractor to liaise with the Employer's Agent with regards to approval of as-built.

C3.13 QUALITY MANAGEMENT

Eskom's Quality requirements for the implementation of a Quality System to be in accordance with the Eskom Standard ESKASAAU7. Quality checks to be carried out in accordance with TQRRPO20 Rev1, by the contractor prior to the Consultant/Eskom Clerk of Works or the depot inspections. All documentation must be signed by the contractor and forms part of the hand-over. Should the Contractor not fulfill this requirement, any extra time spend on site by the above-mentioned personnel to re-inspect, shall be for the Contractor's account.

C3.14 SAFETY

The following documents are applicable:

SCSPVABF3 – Occupational Health & Safety Requirements to be met by Contractors and Sub-contractors Employed by the Municipality.

SCSPVABM9 – Co-ordination of Safety on Capital Projects

SCSASAAW8 – Standards Applicable to Contractors working in Close Proximity to Live Apparatus.

Further to the above clauses the following must be strictly adhered to on inception and award of contract:

- Crimping tool calibration test certificate
- Dynamometer test certificate
- List of team leaders and their training records which should include, proof that they have been trained and are in acknowledgment of the follows skills/methods of construction and or other factors involved in building of power lines:
 - # Sagging
 - # Crimping
 - # Building power lines
 - # First aid
 - # Emergency preparedness

- HV REG's certificates for those who will take permit during outages
- Minutes of safety meetings that were carried out during the project
- Access to site documentation
- Accreditation records of personnel on site from Mersey
- Sagging chart used for stringing
- A full list of employees working in the project as well as their duties (this must include all "casual" and local labour as well)
- A list of personnel in charge of First Aid, including training records, as well as their appointment in terms of the Statutory and OSH Act.
- The Contractor is to provide safety clothing to all labour employed including casual as well as local labour.

C3.15 ENVIRONMENTAL MANAGEMENT

Environmental Management to be in accordance with the following *Eskom* policy / procedure:

- ESKPBAAD6
- ESKPVAAZ1

Environment Management issues to be referred and co-ordinated through *Eskom's* Eastern Region Environmental Department (New Germany).

C3.16 SITE SERVICES & PROCEDURES

The *Contractor* is to provide everything necessary for the proper and timeous completion of the project.

- a) The Contractor provides an area for the construction offices, stores, yards, etc. to the approval of the Employer's Agent In addition, the Contractor shall make available a desk to be used by Employer's Agent / Employer's Representative.
- b) The Contractor erects a 1,8m fence around his construction site and fits a lockable gate
- c) The Contractor provides a construction supply at their site camp and anywhere else as may be required
- d) The Contractor provides the necessary connecting cables and distribution board(s) from the electricity supply source to the points of demand. The Contractor provides all the necessary connection to the electricity supply and maintains and secures all cable, etc.
- e) The Contractor is to provide an adequate communication network to facilitate the project including telephones. (Telkom telephone)
- f) The Contractor is to provide all necessary water and sewage connections
- g) The Contractor provides facilities and resources for first aid, fire fighting and emergency repair services in accordance with the Occupational Health and Safety Act and the local authority regulations and requirements.
- h) The standard documents listed below form part of the contract:

Ref.	Rev.	Title
NWS 1058	4	Safety at Construction sites : Requirements to be met by Contractor
NWS 1494 NWS 1007/T	3	Fire Prevention and Protection of Contractor's Premises on New Works Sites The Management of construction, commissioning and handing over of Transmission Projects
HV REGS	0	HV Regulations for HV Systems

ESKASAA4

Occupational Health and safety requirements to be met by Contractor and Sub-Contractors

- i) Other Contractors may be involved in work on other parts of the Site or on associated equipment. Co-ordination with the other parties will be required for testing of systems involving other plant.
- j) Salvaged equipment from the dismantling process is to be removed from site and returned to the UBUHLEBEZWE Municipal Store in consultation with the Employer's Representative.
- k) The Contractor must allow free access to authorised personnel when required and co-ordinates all interfaces with the Employer.
- l) The Contractor shall make its own arrangements, to the Employer and the Local Authorities approval for the disposal of all surplus material and construction waste resulting from the Works.
- m) The Contractor arranges for accommodation of his personnel. The Contractor provides temporary and/or mobile toilet facilities on the Site, and removes all evidence of a construction camp on completion of the contract, which should be restored to its original, or better environmental state.
- n) In addition to his own signage details which shall, prior to erection, be submitted to the Employer's Agent for approval, the Contractor shall provide, erect and maintain one project signboard bearing the name of the project, The Municipal name and logo and the name of the Employer's Agent together with the Contractor's own name, all to the approval of the Employer's Agent. The cost of this sign will be borne by the Contractor.
- o) The switching of all MV feeders shall be performed by Eskom. Written notification shall be given to the appropriate depot supervisor 14 (fourteen) calendar days in advance. The Contractor shall be allowed to perform LV switching with written permission from the Eskom Personnel.
- p) Whenever it may be required to de-energise any approved portion of the electrical network during the course of the contract, the Contractor shall post notices to that effect in terms of the relevant regulations. The minimum requirement shall be as contained in this paragraph of the specification.
- q) Each Section affected by the proposed power outage shall be notified by means of suitable notices fixed to the wooden electrical network poles. The notices shall be constructed from plain white paper glued to a firm "Masonite" backing board. The notice board shall be of minimum dimensions 600mm x 850mm.

C3.19 ACCOUNTS AND RECORDS

Records are to be kept of all invoices on the project.

C3.20 SPECIFICATIONS

List of Specifications applicable to this Contract:

Document No.	Revision	Title
	Latest	Eskom Distribution Standard Copies available from Eskom Distribution Technology, Technical Administrator, Telephone 011-871 2214. Important Note: where material options (i.e. coastal and inland) are available the coastal option will be applicable in Eskom's Eastern Operating Region (Refer to Engineering Instruction EI-039-MVL).
	Latest	Engineering Instructions As issued by Eskom's Eastern Technology and Quality Department, New Germany. Copies of the relevant Engineering Instructions are available on request.
	Latest	Technical Bulletins As issued by Eskom's Distribution Technology, Simmerpan Copies of the relevant Bulletins are available on request.
Annexure C 1999-10-25 1999-10-25 1998-08-25 D67-231		As-Built Drawings Specifications for As-Built Drawings Microstation Data Levels Standard Microstation Design File Settings As-Built Drawing
Annexure D ESKPVAZ1 ESKPAAD6		Environmental Management Environmental Management Programme (EMP) Procedure Environmental Management Policy
Annexure E ESKASAAU7		Quality Quality Requirements for the Procurement of Assets, Goods & Services
Annexure F DISPVABF3 SCSPVABM9 SCSASAAW8		Safety Occupational Health and Safety Requirements to be met by Contractors and Subcontractors Employed by Eskom. Co-ordination of Safety on Capital Projects Standard applicable to Contractors working in Close Proximity to Live Apparatus
SCSPVABP4	0(B)	Management of Substance Abuse
ESKADABD7	1	Business Conduct Suspending Suppliers from Eskom's Supplier Lists Eskom Business Conduct Policy and Guidelines Declaration of Conflict of Interest Copies of the abovementioned documents are not attached but are available from Eskom's Tender Advise Centre, Clare Loitering, (031) 710 5429
E1-048-MVL		Technology & Quality Engineering Instruction : Generic Stubby Line
TDQES001		Authorisation of contractors / Eskom staff
SCSASABW3 SCSPVACL6 SCSSCABA5	Latest Latest Latest	Standard for a fall arrest system Procedure for using a fall arrest system Specification for a fall arrest system
TQSNK008	Latest	Checklist of Eskom Qualified Suppliers List of Eskom Qualified Suppliers

C3.21 REQUIREMENTS FOR THE PROGRAMME

The contractor is to provide a detailed construction programme in the form of an activity schedule which itemizes the works and showing the start and completion dates shall be submitted to the employer representative within 14 days of receiving the appointment.

A weekly progress report shall be submitted electronically to the employer's representative each Friday before 15H00

A daily log (provided by Eskom) shall be kept and completed daily. Eskom's quality assurance document shall be kept on site by Eskom's clerk of works and shall be updated as work progress.

C3.21.1 Employer's Health and Safety

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

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

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

DISPVABF3 - Occupational Health & Safety Requirements to be met by Principal Contractors Employed by Eskom Distribution

EPL 32-94 - Safety, Health and Environmental (SHE) Policy

DISADABQ9 - Access to Farms

SCSPVABM9 - Co-ordination of Safety on Capital Projects

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

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

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

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

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

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

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

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

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

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

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

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

C3.21.2 Health and Safety Plan:

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

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

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

C3.22 HANDOVER

The Clerk of works may inspect all medium voltage and low voltage lines as detailed below prior to the agreed outage date negotiated with Field Services.

The pole to pole checklist is to be completed in detail for every structure by the Contractor and made available to the Clerk of works at least three days prior to the outage date.

The completed pole to pole checklist must be verified by the Clerk of works and Field Services at least one day prior to the outage.

The Hand over certificate will be completed and signed on the day of the outage

The Hand over certificate will be completed by all the relevant personal and signed by the contractor, Clerk of works and Field Services.

The contractor is responsible to supply the following fully detailed and completed information that will be used to determine the quality of the workmanship:

- Name plate details of asset, e.g. transformers, breakers, etc.
- Transformer serial number
- Year of manufacture
- Completed quality checklists per structure
- For meter changes, the final meter reading

When the project is energized and handed over, the list of original documents as listed below signed by Field

Services, Clerk of works as well as Contractor must be handed to the Employers representative:

- All Contractor quality checklists
- COW random checklists
- Hand-over certificate

The contractor will ensure completion of the checklists contained in annexure B of document TQRRP020 Rev.2 as well as the asset and customer information contained in SCSASABZ1.

As soon as the Contractor has handed over all of the plant and equipment that has been supplied, installed, satisfactorily tested, and commissioned as a complete unit in proper working order in accordance with the specifications and the General Conditions of Contract, the Certificate of Completion will be issued.

If any significant item(s) of plant or equipment fails to perform to the approval of the *Employer* and the *Contractor* is unable, within three months of the prescribed date, to rectify the matter, the Employer retains the right to reject the item(s) and to instruct the Contractor to remove, at his own cost, all such plant and/or equipment after refunding to the Employer any or all monies which may at that time have been paid to the *Contractor* or otherwise expended

C3.23 FINAL ACCOUNTS

The Final Account must be mutually agreed as soon as practically possible after contract completion but not later than 2 months after completion. Failure to do so may result in forfeiture of monies due as the project will be FRA'd (Finalization Release Approval) and closed.

C3.24 HEALTH AND SAFETY RISK ASSESSMENT

In order to maintain occupational health and safety at the highest possible level, all hazards have to be identified and then either be eliminated, reduced or controlled in a reasonable manner. The RISK VALUES associated with identified hazards are merely an indicator in respect to the priorities to be allocated towards the management thereof

It is important to note that, although Ubuhlebezwe Municipality has taken all reasonable steps to ensure that all hazards of a significant nature have been identified, it cannot be guaranteed that all such hazards were identified. Ubuhlebezwe Local Municipality will, however, be prepared to give clarity on any other issues that may be identified after this hazard identification and associated risk assessment.

PART5:C4: PROJECT SPECIFICATION

C4.1 Site of Works & Site Conditions

The Contractor must familiarize themselves with the following before commencement of the project:

- All Reports, Drawings and Information forwarded by the Employer
- Physical conditions within the site and surroundings (e.g. Rock, Soil Conditions etc)
- Publicly available information about the site and surrounding
- Information about piped and other services below the surface of the site
- Buildings and structures that are within and adjacent to the site
- Atmospheric and environmental data

The site area is covered by the Ixopo Field Services network.

The tendering Contractor shall make provision in the prices to undertake the Works in a multitude of differing terrains. Attention is drawn to the likelihood that some roads and areas may not be completely accessible by construction vehicle and some of the work may need to be undertaken by hand.

All excavations requiring blasting are to be assessed and approved by the Employer prior to the excavation thereof.

Blasting will be done by specialists under the regulation of the Explosives Act.

Should blasting be necessary, the tendering Contractor shall take every precaution to protect the Works, persons, animals and property in the vicinity of the site. The tendering Contractor will be held responsible for any injury or damage caused by any blasting operations and shall, at his own expense, make good such damage.

The tendering Contractor must take into account any limitations identified and recommendations made during the environmental studies when deciding on access routes to the construction site

The location of all services and servitudes must be identified and confirmed prior to commencing any excavation. Any damage to any other services during the contract is for the Contractors account.

All IAP's shall be notified in advance of any known potential risks associated with the construction site and the activities on it.

Examples of these are:

- Stringing of power lines
- Blasting
- Excavations
- Machinery on steep slopes above houses / infrastructure
- Risk to residents along haulage roads / access routes

Work at places where the overhead line crosses roads shall be carried out in accordance with the requirements laid down by the National Department of Transport and by the KwaZulu-Natal Department of Transport.

All travelling is to be included in the unit rates per item.

Bethal Village falls under the Ixopo CNC. Access to the village is via a gravel road after off ramping from the main road between Ixopo and Richmond. The village is situated in a dry and hot area in the KwaZulu-Natal Province. A summary of the conditions likely to be encountered on site is given below.

Temperatures	Very hot in summer, very cold in winter
Rainfall	Average to stormy and lightning strikes
Vegetation	A few private crops, short grassy areas, mainly grazing
Agriculture	Rolling lands with lots of community gum plantations, patches of thick thorny bush
Topography	Semi flat
Soil type	Partially Hard rock and River sand

The Contractors must familiarize themselves with the following before commencement of the project:

- All Reports, Drawings and Information forwarded by the Employer
- Physical conditions within the site and surroundings.
- Publicly available information about the site and surrounding
- Information about piped and other services below the surface of the site
- Buildings and structures that are within and adjacent to the site
- Atmospheric and environmental data

C4.2 Access to Farms

Eskom is dependent on the continued goodwill of land owners for the acquisition of power line servitudes. A courtesy call on the resident owners, farm managers or lessees by the Contractor is considered essential to explain the work that is about to commence. It is mandatory that farm owners are advised in writing that work is due to commence on a given date, that crops or trees might be damaged in order to complete the work and that compensation for such damage will be paid.

PART5:C5: SITE INFORMATION

Project Risk Assessment Worksheet

Used by permission from
CREATE

Revision: Rev.0

Site of Project Title/Number: **Bethal Electrification**

Enquiry No. -----

Nature of work: **Electrification**

No	Hazard present	Yes/ No	Describe the hazards and obvious control or protective measures necessary	Likely consequences of an accident (a)			Number of workers exposed to hazard (b)			Probability of harm (c)			Risk rating and risk category	Extra control measures necessary
				L	M	H	L	M	H	L	M	H		
1	MV Electrocuton	Yes	Work is carried out close to MV and LV lines ensure that the line is dead and only the competent person can work with the correct PPE such as long sleeve overalls' and rubber gauntlets.			X			X			X	High	The competent person with epileptic disease should not be allowed to work
2	Water on site	Yes	Contractors will be working on site without water for worker to drink, wash and cook, therefore it is expected the contractor to bring clean water from their workshop to site every day.			X			X			X	High	Water tank must be provided on site
3	Snake bites	Yes	Contractors will be working on site(bushes) without proper PPE's e.g. safety boots(covering ankle) the workers are exposed to snake bites therefore it is expected the contractor to ensure that, their employees wear PPE's every day.	C.58	X			X				X	High	The foreman must check that all employees are wearing proper PPE's

CONTRACT

4	Sanitation	Yes	Contractors will be working on site without toilet and rubbish bin for worker therefore it is expected the contractor to bring moving toilet and rubbish bin from their workshop to site.			X			X			X	High	Ensure availability of a mobile toilets and rubbish bin
5	Security	Yes	Site office must be fenced and a security guard must be available on site			X			X			X	High	Fence and a security guard
6	Pole holes and trenches	Yes	Contractors will be expected to barricade all pole holes and trenches so that people and livestock will not fall into the pole holes.			X			X			X	High	Barricade pole holes and trenches
7	Holy grounds	Yes	Contractors must not enter the graveyards as they might step on the graves		X			X		X			Low	

PART6:

C5: LOCAL DRAWINGS