Eskom

NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and

For **Absorber Bleed Pump Strainer Test Mod for 3 Months At Kusile Power Station**

Contents: Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments)

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C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Absorber bleed system suction strainer fabrication and installation

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....
(Insert name and address of organisation)

.....

Name & signature of witness .....

Date .....

Tenderer's CIDB registration number: .....

Acceptance

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

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer .....
(Insert name and address of organisation)

.....

Name & signature of witness .....

Date .....

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

Schedule of Deviations

Note:

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

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

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

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

	For the tenderer:	**For the Employer**
Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	..... *(Insert name and address of organisation)*	..... *(Insert name and address of organisation)*
Name & signature of witness	.....	.....
Date	.....	.....

C1.2 Contract Data

Data provided by the *Employer*

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

Clause	Statement	Data
	General	
10.1	The *Employer* is (Name):	**Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg**
10.1 & 14.4	The *Employer*'s representative to whom the *Employer* in terms of clause 14.4 delegates his actions[1] is (Name):	**Wenziwe Mathebula**
	Address	**Kusile Power Station R545 Kendal/Balmoral Road Haartebeesfontein Farm Witbank 1034**
	Tel No.	**0177993119**
	Fax No.	**N/A**
	E-mail address	**MathebWC@eskom.co.za**
11.2(11)	The *works* are	**Absorber bleed system suction strainer fabrication and installation**
11.2(13)	The Works Information is in	**the document called 'Works Information' in Part 3 of this contract.**
11.2(12)	The Site Information is in	**the document called 'Site Information' in Part 4 of this contract.**
11.2(12)	The *site* is	**Kusile Power Station**
30.1	The *starting date* is.	**Contract Signature date**
11.2(2)	The *completion date* is.	**Estimated Completion date**
13.2	The *period for reply* is	**5 days**
40	The *defects date* is	**52 weeks after Completion**
41.3	The *defect correction period* is	**2 weeks**
50.1	The *assessment day* is the	**Month End**
50.5	The *delay damages* are	**5% per day of the delay**
50.6	The retention is	**Not applicable**

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

51.2	The interest rate on late payment is	**the publicly quoted prime rate of interest (Calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands**
80.1	The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer*'s property more than	**The costs of repairing or replacing the damaged property or relevant insurance deductible payable by the *Employer*, which ever amount is lesser.** **the amount of the deductibles relevant to the event described in the applicable "Format ECSC3" policy available on *http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx***
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	**No**
93.1	The *Adjudicator* is	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
93.2(2)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body**
93.4	The *tribunal* is:	**arbitration.**
	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
	The place where arbitration is to be held is	**[●] South Africa**
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (April 2013)[2][3] and the following additional conditions Z1 to Z11 which always apply:

[2] If June 2005 Edition applies, delete April 2013 and insert June 2005
[3] State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

Z1 Cession delegation and assignment

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

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

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

Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor*'s B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.

Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.

Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor*'s obligation to Provide the Works.

Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z3 Confidentiality

Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.

Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.

Z3.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

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

Z5 Health, safety and the environment

Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
- undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z5.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer*'s procedures stated in the Works Information, showing the correctly assessed amount due for payment.

Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer*'s VAT number 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

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

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

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

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

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

Z10 Addition to Clause 50.5

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

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

Z11 Ethics

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

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

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

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

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

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

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

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

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

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

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

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

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

Z12 Insurance

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

Insurance cover 82

82.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

82.2 The *Contractor* provides the insurances stated in the Insurance Table A, from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

	Other property The replacement cost Bodily injury to or death of a person The amount required by the applicable law	
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	

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

INSURANCE TABLE B

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

Z13 Nuclear Liability

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

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

Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

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

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

Z14 Asbestos

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

AAIA means approved asbestos inspection authority.

ACM means asbestos containing materials.

AL means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.

Ambient Air means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.

Compliance Monitoring means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL means occupational exposure limit.

Parallel Measurements means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.

Safe Levels means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

Standard means the *Employer*'s Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor*'s expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z14.3 The *Employer* manages asbestos and ACM according to the Standard.

Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented, and relevant air monitoring conducted in order to declare the area safe.

Z14.5 The *Contractor*'s personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer*'s expense, and conducted in line with South African legislation.

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

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

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

10.1	The *Contractor* is (Name): Address Tel No. Fax No. E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	**%**
63.2	The percentage for overheads and profit added to other Defined Cost is	**%**
11.2(9)	The Price List is in	**the document called 'Price List' in Part 2 of this contract.**
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	**R** **excluding VAT** **[in words]** **excluding VAT**

[4] Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

C2 Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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

C2.2 Price List

The Price List is as follows:

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	**PRELIMINARIES & GENERAL**				
1.1	**Fixed Items:**				
1.1.1	Site Establishment for: Delivery of Storage Containers (3m x 12m) (1 Off)	Once Off	1		
1.1.2	De Establishment - Storage Containers (3m x 12m) (1 Off)	Once Off	1		
1.2	**Time Related Items:**				
1.2.1	Rental of 4x2 Double Cab Bakkie (1 Off)	Monthly	1		
1.2.2	Rental of Storage Containers (3m x 12m) (1 Off)	Monthly	1		
1.2.3	12 Tonne truck Diesel	Day	2		
1.3	**Health and Safety Requirements**				
1.3.1	Safety file	Once Off	1		
1.3.2	9kg Fire Extinguishers (Per container)	Once Off	1		
1.3.3	Medicals - Entry (Per Person)	Per Person	5		
1.3.4	Medicals - Exit (Per Person)	Per Person	5		
1.3.5	Police Clearance Certification (Per Person)	Per Person	5		
1.4	**Personal Protective Equipment (PPE) Consumables**				
1.4.1	Overall Trouser	Per Person	5		
1.4.2	Overall Jacket	Per Person	5		
1.4.3	Safety Boots	Per Person	5		
1.4.4	Hardhat	Per Person	5		
1.4.5	Reflector Vest	Per Person	5		
1.4.6	Full Body Harness	Per Person	5		
1.4.7	Earmuffs (Standard)	Per Person	5		
1.4.8	Ear Protection	Per Person	5		
1.4.9	Safety Gloves	Per Person	5		

1.5	**Trainings**				
1.5.1	First Aid (Valid for 3 years)	Per Person	1		
1.5.2	Basic Fire Fighting (Valid for 2 years)	Per Person	1		
1.5.3	OHS Act (Valid for 2 years)	Per Person	1		
1.5.4	Legal Liability (Once Off) (2 Off)	Per Person	1		
1.5.5	Supervisory Safety (Valid for 2 years) (2 Off)	Per Person	1		
1.5.6	Planned Job Observation (Once Off)	Per Person	1		
1.5.7	HIRA (Valid for 2 years))	Per Person	1		
1.5.8	Incident Investigator (Valid for 2 years)	Per Person	1		
	Total Item 1 (Preliminaries and General) carried to Summary:				
2	**RESOURCES**				
2.1	**Normal Hours**				
2.1.1	Safety Officer (Professional with SACPMP with 5 Years Relevant experience) (1 Off)	Hours	176		
2.1.2	Electrical Engineer (Professional with ECSA with 5 Years Relevant experience) (1 Off)	Hours	176		
2.1.3	Draughts person - EC&I (Professional with SAID with 5 Years Relevant experience) (1 Off)	Hours	176		
2.1.4	Electrical Technician Trade (3 Years Relevant experience) (1 Off)	Hours	176		
2.1.5	Semi-skilled site support for Electrical with Matric (1 Off)	Hours	176		
	Total for Normal Hours:				
2.2	**Saturday Overtime**				
2.2.1	Electrical Technician Trade (3 Years Relevant experience) (1 Off)	Hours	24		
2.2.2	Semi-skilled site support for Electrical with Matric (1 Off)	Hours	24		
	Total for Saturday Overtime:				
2.3	**Overtime - Sundays and Public Holidays**				
2.3.1	Electrical Technician Trade (3 Years Relevant experience) (1 Off)	Hours	24		
2.3.2	Semi-skilled site support for Electrical with Matric (1 Off)	Hours	24		
	Total for Overtime - Sundays and Public Holidays:				

	Total for item 2 - Resources Carried to Final Summary:				
3	**EQUIPMENTS**				
3.1	Remove the shell rubber on the bleed suction shell and weld the strainer flange	Sum	1		
3.2	S355JR Angle Iron 60x60x8mm-Frame & Structural Materials	Sum	1		
3.3	Duplex Stainless Steel Expanded Metal Mesh coated with Epoxy - SW 25 X LW 50mm Strand 10x 3mm	Sum	1		
3.4	Strainer Manufacturing -Cutting, Fabrication, Welding and Complete Assembly	Sum	1		
3.5	Rubber lining -Surface preparation Application curing & finishing	Sum	1		
3.6	Industrial Oxy Coating and Protective Treatment	Sum	1		
3.7	Inspection and spark Testing	Sum	1		
	Total item 3 (Equipment's) Carried to Final Summary:				
	FINAL SUMMARY				
ITEM 1	PRELIMINARIES AND GENERAL				
ITEM 2	RESOURCES				
ITEM 3	EQUIPMENT				
	Final Summary Total (Excl VAT)				

C3: Scope of Work

C3.1 Works Information

1. Description of the *works*

Supporting Clauses

Scope

Purpose

Applicability

This document shall be applicable to the Absorber bleed system.

Effective date

Effective from date of signature

Normative/Informative References

Normative

ISO 9001 Quality Management Systems

I00009-03878241160100-PRMAN-0001-001-A-WFGD Operation Manual _Section 1 – 3

240-82869282 Kusile Power Station - Maintenance Execution Strategy for the FGD Unitised Plant Rev.4

366-21641 GENERAL LAYOUT PLAN VIEW AND SECTIONS

ISO 14001 Environmental Management System

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Informative

Not Applicable

Abbreviations

AAbbreviation	BExplanation
Article I. BOP	Article II. Balance of Plant
Article III. FGD	Article IV. Flue Gas Desulphurisation
Article V. QCP	Article VI. Quality Control Plan
Article VII. SOW	Article VIII. Scope of Work

Roles and Responsibilities

Department	Responsibility
Engineering	Draw up the SOW and submit to Maintenance
Maintenance	Issue the SOW to the contractor(s)
Contractor(s)	Execute the SOW to the required standard

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Absorber Bleed Pumps Suction Strainer

Scope of Work

The following SOW must be executed:

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line with the authorized version on the system.
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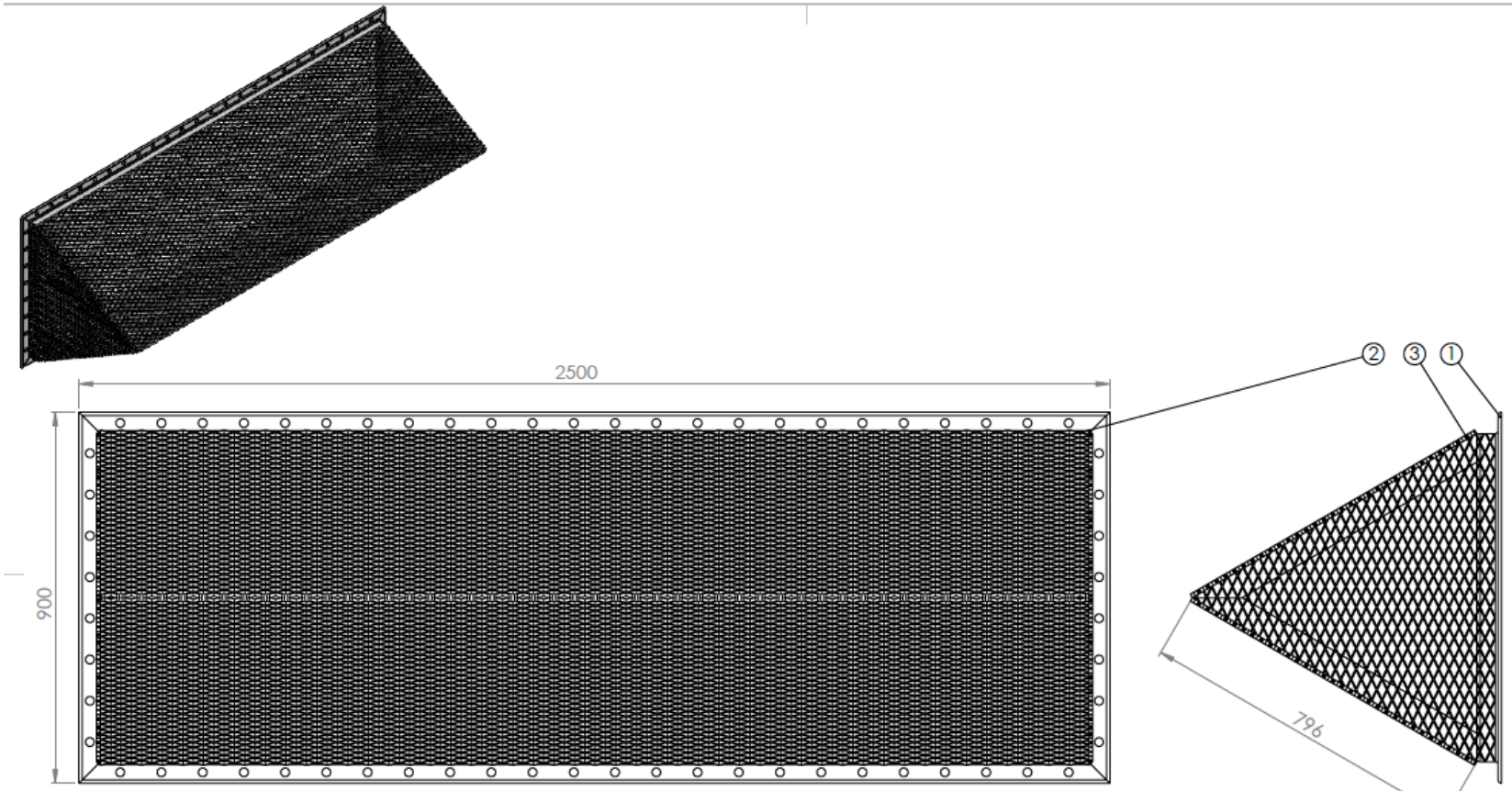
System	Component	Major scope	Activities	Responsibility
Absorber	Bleed System	**Contractor Workshop:** Fabrication of the strainer.	Produce and Approve manufacturing drawings	Contractor
			Fabricate the strainer	Contractor
			Transport the strainer to site.	Contractor

Strainer Details

Frame: S355JR angle iron 60x60x8mm, to be rubber lined.
Mesh: Stainless steel Expanded metal mash coated with epoxy.
Mesh size: Shortway – 25mm
Length – 50mm
Strands width – 10mm

Strands thickness – 3mm

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ITEM NO.	DESCRIPTION	QTY	PART NUMBER
3	TRIANGULAR MESH	2	KSL-BPS-002
2	RECTANGULAR MESH	2	KSL-BPS-001
1	STRAINER FRAME	1	KSL-BPS-020

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Strainer Installation

Figure 1 shows the strainer installation section in the absorber.

Pre-installation:

Remove the rubber along the portion where the frame is to be welded.

Mounting frame to be welded on the absorber shell as per figure 2 and rubberline. The frame to cover the bleed suction nozzles as indicated in figure 1 at elvevation of 280mm.

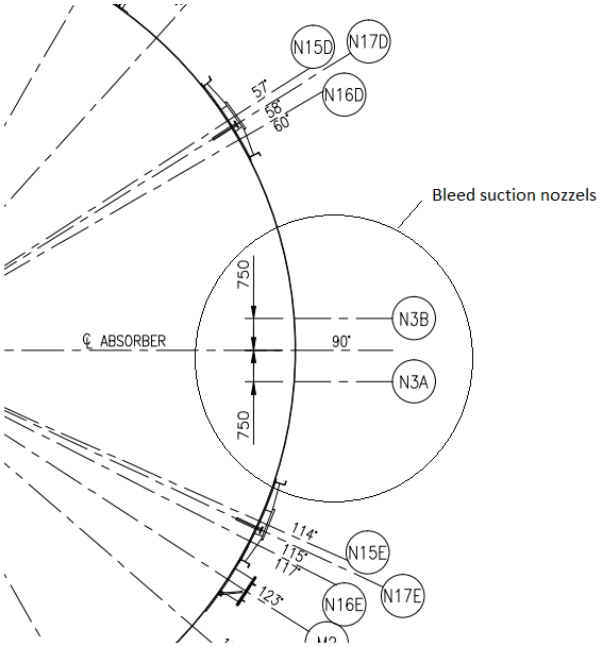


Figure: Bleed suction nozzels position.

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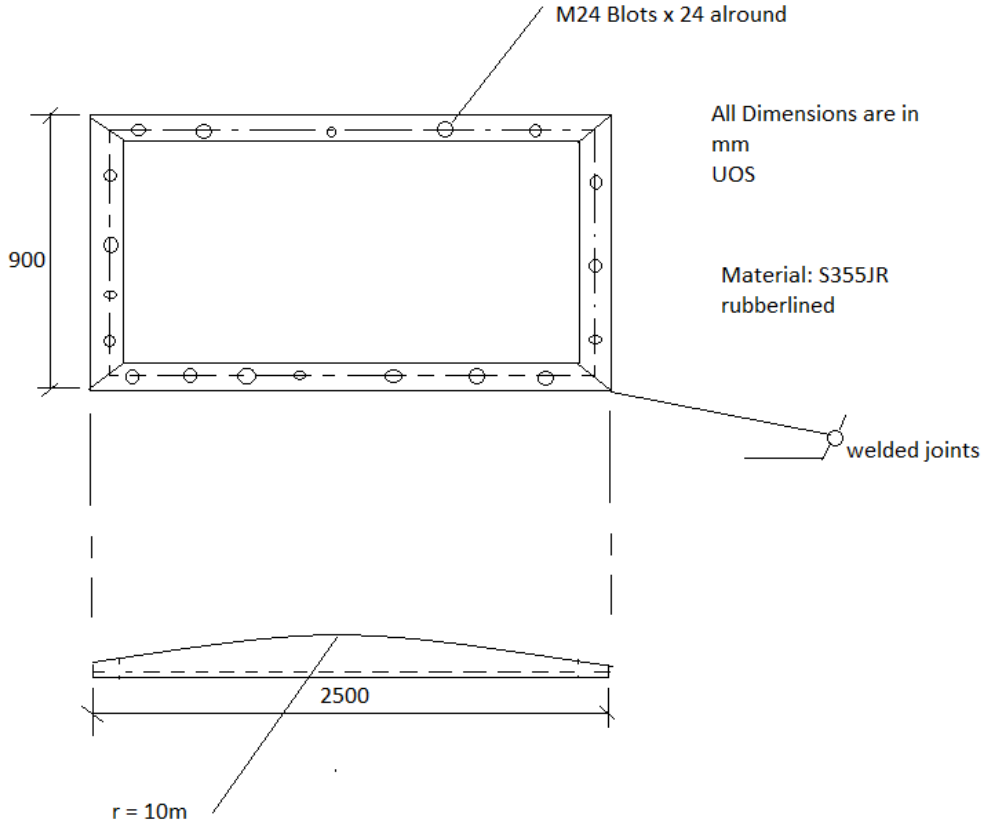


Figure 2: Mounting frame

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Required Spares

№	REPLACE/ REFURBISH	COMPONENT DESCRIPTION	COMPONENT / MATERIAL SPECIFICATION	OPERATING PARAMETERS	PART / NUMBER	STOCK NUMBER	DESIGN QUANTITY
1	TBD						

2. Drawings

Drawing number	Revision	Title
KSL-BPS-000	**01**	**Bleed Pump strainer**
0.90/11488	**01**	**Kusile Power Plant Absorber Design GA**

Technical specifications:		
Frame: S355JR angle iron 60x60x8mm, to be rubber lined. Mesh: Duplex Stainless steel Expanded metal mash coated with epoxy. Mesh size: Shortway – 25mm Length – 50mm Strands width – 10mm Strands thickness – 3mm		

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

4.1 Meetings

Title and Purpose	Interval	Location	Attendees
Progress and Feedback	Monthly	Site/MsTeams	Employer, Contractor, Supervisor, others as required
Risk Reduction	As and when required.	Site/Ms Teams	Employer, Contractor, Supervisor, others as required
Safety	As and when required.	Site	Employer, Contractor, Supervisor, Safety representatives of Employer and Contractor
Early Warning Meeting	As and when required.	Ms Teams	*Contractor*, *Supervisor*, and *Project Manager*
Risk register and compensation events	As and when required.	Ms Teams	*Contractor, Supervisor* and *Project Manager*

4.2 Use of standard forms

NEC3 Engineering & Construction Short Contract (ECSC) standard templates shall be used at all times in the administration of the contract, for example early warnings and compensation events notifications.

4.3 Invoicing and payment

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

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

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

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

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

4.4 Records of Defined Cost

N/A

4.5 Supplier Development Localisation Industrialisation (SDLI)

Tenderers are required to submit their proposals in the table below based on local procurement content.

Local Procurement Content	Eskom target	Tenderer Proposal
	100%	

4.6 BBBEE and preferencing scheme

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

4.7 Facilities to be provided by the *Contractor*

- The Contractor will make provision for all temporary accesses and utilities required to ensure completion of the Works. This will include but is not limited to:

  · Provision for temporary site offices
  · Provision for temporary supply of potable water and electricity

Security, if the *Contractor* deems this to be necessary (the *Employer* is not held responsible of any loss/damage of equipment or material

4.8 Title to material from excavation and demolition

N/A

4.9 Design by the *Contractor*

4.10 Cataloguing requirements by the *Contractor*

N/A

5. Requirements for the programme

Contractor is required to provide with a project plan (programme) and FRI (Forecast rate of invoicing)

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

N/A

Item	Date by which it will be provided

C4: Site Information

Site Information is information about the *site* at the time of tender which the tendering contractor needs to allow for in his rates and Prices. The information does not change after contract award, nor does it describe or specify anything which the Parties do during the contract. It is only referred to during administration of the contract if the *Contractor* encounters conditions which are different to those described here. The *Contractor* will then make a comparison between actual conditions encountered and those described here in his assessment of any additional cost or time he may need to be compensated for in order to complete the works. Disputes about the difference between the effects of conditions encountered and those which the *Contractor* allowed for in his Prices will be minimised if the information given here is complete and relevant. If no information is given the tendering contractor will need to guess what he may encounter thus tendering higher Prices to allow for conditions that may not even exist.

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

1. Access limitations

Access to the site is via Kusile Power Station's main access gate.

Access to the site is controlled and it is governed by the terms and conditions laid out by the Power Station security officials. The Contractor shall liaise with the Project Manager to obtain permits for his staff and vehicles for the duration of the project within the power station.

The Contractor shall submit an application for vehicle permit to the Employers Representative for approval.
The Contractor obtains "Gate Permit" from the Project Manager before materials and equipment can be removed from site. "Gate permit" gives itemised list of materials and equipment to be removed from site.

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

If earthworks are included in the Scope of Work, provide details of the ground conditions the *Contractor* is likely to encounter when doing the work. This could vary from indicating where a test pit has been opened up for the *Contractor* to make his own observations to providing full borehole logs and associated geotechnical report.

3. Hidden and other services within the *site*

Provide details of underground or other hidden services which the *Contractor* may encounter whilst doing the work. Instructions about how to deal with them if encountered should be included in the Works Information.

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

If work is to be carried out on existing buildings or facilities Site Information would be the 'as-built drawings' of those buildings or facilities. If these are not a correct statement or not available other means of describing the existing buildings or facilities would have to be used, such as providing photographs