Eskom

NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and

for **The refurbishment, construction, completion, commissioning and handover of the Bravo Greenhouse Facility comprising twelve greenhouse tunnels, water reticulation, irrigation and fertigation systems, packing and support facilities, agricultural equipment and initial production inputs.**

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

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Documentation prepared by: **Patience Mphahlele**

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:

Kusile Bravo Community Greenhouse Project

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

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

.....

Name & signature of witness .....

Date .....

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

Acceptance

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

The terms of the Contract, are contained in:

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

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

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

.....

Name & signature of witness .....

Date .....

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

Schedule of Deviations

Note:

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

No.	Subject	Details
1	**None**	**None**

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*

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):	**TBA**
	Address	**TBA**
	Tel No.	**TBA**
	Fax No.	**TBA**
	E-mail address	**TBA**
11.2(11)	The *works* are	**The refurbishment, construction, completion, commissioning and handover of the Bravo Greenhouse Facility comprising twelve greenhouse tunnels, water reticulation, irrigation and fertigation systems, packing and support facilities, agricultural equipment and initial production inputs.**
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	**Bravo Community, the Greenhouse facility is located outside of Kusile Power Station, Haartebeesfontein/Klipfontein Farm**
30.1	The *starting date* is.	**Contract Award Date**
11.2(2)	The *completion date* is.	**TBA**
13.2	The *period for reply* is	**One (1) week**
40	The *defects date* is	**13 weeks after Completion**
41.3	The *defect correction period* is	**Two (2) weeks**
50.1	The *assessment day* is the	**25th of each month.**
50.5	The *delay damages* are	**0.1% of tender price per day.**

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

50.6	The retention is	**Five (5) % percent of Tender Price.**
51.2	The interest rate on late payment is	**Zero (0)**
80.1	The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer*'s property in excess of	**the amount of the deductibles relevant to the event**
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	**No**
93.1	The *Adjudicator* is	**the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).**
	Address	**Gauteng, South Africa**
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	**Gauteng, 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] and the following additional conditions Z1 to Z11 which always apply:

Z1 Cession delegation and assignment

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

[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.

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 contained.

C2.2 Price List

The Price List is as contained in Annexure A: Bravo Price List.

C3: Scope of Work

C3.1 Works Information

1. Description of the *works*

The scope of works entails design (where required), refurbishment, construction, completion, commissioning and handover of the Bravo Greenhouse Facility comprising twelve greenhouse tunnels, water reticulation, irrigation and fertigation systems, packing and support facilities, external works, agricultural equipment and initial production inputs. The Contractor shall be responsible for completing the partially built greenhouse tunnels, installation of fully functional irrigation and fertilizer systems, together with all other associated works to make the facility production-ready for usage by the Bravo Community.

1.1. Contracting Basis and Extent of Work

The Contractor shall execute the Works on a design-and-construct basis and shall provide the professional services, management, labour, supervision, temporary works, materials, plant, equipment, transport, storage, protection, testing, commissioning, and documentation expressly required by this Scope.

The Works are limited to the stated requirements, accepted Contractor design and priced schedules. An item not expressly stated shall be included only where it is reasonably necessary for the safe, compliant and functional integration of a stated item. Changes to quantities, routes, dimensions, performance criteria or interfaces shall be instructed through the contract change procedure.

- The original Greenhouse basic specifications are detailed in Appendix B.
- The Contractor shall verify existing conditions, dimensions, visible services, access constraints and asset condition during the mandatory tender site inspection.
- The site visit prior to tendering is mandatory to understand the work.
- The Contractor shall identify assumptions, exclusions, qualifications, proposed alternatives and information required from the Employer in its tender.
- Tender prices shall include all design development needed to satisfy the performance requirements and shall not rely on post-award approval to define the basic scope.
- Employer review, acceptance or comment shall not relieve the Contractor of design responsibility, statutory compliance, quality or fitness for purpose.
- Work shall not commence on a permanent element until its design submission and relevant method statement have been accepted in accordance with the contract.

1.2. Contractor Investigations and Design Responsibility

Within the period stated in the accepted programme, the Contractor shall assess the complete facility and submit a condition assessment and design-basis report. The report shall distinguish existing items that are serviceable, repairable or to be replaced and shall record quantities, photographs, dimensions and locations. The contractor shall provide:

- Topographical survey sufficient to set out structures, drainage, pipeline, fences and external works.
- Structural inspection of all twelve tunnel frames, foundations, bracing, doors, rails, fasteners and corrosion protection.
- Building-condition inspection of the partially completed masonry structure and any existing packing, office, store or ablution work including septic tank.
- Electrical load assessment and verification of the proposed point of supply, available capacity, earthing and cable route.
- Borehole yield, pump, power, water-quality and water-use-authorisation verification.
- Hydraulic and agronomic design for commercial tomato production, including peak water demand, zoning, duty points, filtration, fertigation, storage and flushing.

1.3. Site Establishment, Clearing and Earthworks

The contractor is required to:

- Establish secure work areas, temporary facilities, access control, environmental controls and protection of existing assets.
- Clear vegetation, loose refuse, redundant materials and obstructions only within the agreed work limits.
- Separate reusable, recyclable, compostable, hazardous and general waste and dispose of each waste stream at an authorised facility; provide disposal records.
- Set out and grade the site to prevent ponding and uncontrolled runoff around tunnels and buildings.
- Provide erosion protection, local drains, channels or outlets shown on the accepted drainage design.
- Reinstate excavations, disturbed ground, access routes and surfaces to a stable, neat and free-draining condition.

The tender shall state the assumed clearing area, disposal quantities and earthworks quantities. Unforeseen buried obstructions or contaminated material shall be managed under the contract change procedure.

1.4. Greenhouse Tunnel Refurbishment and Completion

The Contractor shall refurbish and complete twelve existing greenhouse tunnels for safe, weather-resistant and maintainable commercial tomato production. Final dimensions and component quantities shall be recorded in the condition assessment and priced in the repair and-replacement schedule.

- Repair or replace defective frames, foundations, anchors, bracing, purlins, doors, tracks, vents, rails, clamps, lacing and fasteners.
- Treat corroded elements as necessary.
- Restore alignment, stability and drainage; remove sharp edges and defects that could damage coverings.
- Use hot-dip galvanised carbon-steel or corrosion-resistant fasteners compatible with adjoining materials.
- Provide 200 micrometre, UV-stabilised, multi-layer greenhouse film with at least 85% light transmission, 60% to 70% light diffusion, anti-drip performance and a minimum four-year manufacturer UV warranty under the site conditions.
- Minimise film joints and install film uniformly, tensioned and free of tears, punctures and damaging wrinkles.
- Provide UV-stabilised insect netting of 40 to 50 mesh to every ventilation opening.
- Provide a net ventilation opening area for vegetable farming as per industry best practice, securely fixed and replaceable.

Each tunnel shall be inspected for frame stability, covering integrity, door operation, ventilation, water exclusion and safe access before acceptance.

1.5. Internal Growing System and Tunnel Fit-Out

The production system shall be substrate-based. The Contractor shall design and build the final row layout around verified tunnel dimensions and the selected cultivar and shall show plant spacing, access aisles, drainage and service routes.

- Provide white floor sheeting, nominally 150 micrometres thick, sized to cover the usable growing area while allowing drainage and safe access.
- Provide 1,000 UV-resistant plant bags per tunnel, suitable for the selected tomato production system.
- Provide clean, horticultural-grade substrate supported by laboratory analysis and free of weeds, pathogens, contaminants and phytotoxic material.
  Untreated sawdust shall not be used.
- Provide trellising wire, twine, hooks, hangers, anchors and supports designed for the mature crop load.

- Provide spring clamps and proprietary fixing accessories compatible with the verified frame diameters.
- Install and label each irrigation zone and row.

The tender shall include a schedule of quantities per tunnel.

1.6. Raw Water Supply and Storage

The Contractor shall design, supply, install, test and commission a raw-water pipeline from the identified borehole to the greenhouse facility, over an indicative route length of 740 m. The final water supply details shall be based on survey and hydraulic calculations.

- Verify borehole sustainable yield against peak and average facility demand.
- Test source water at a SANAS-accredited laboratory for parameters relevant to irrigation, fertigation, emitter blockage and intended domestic use.
- Confirm the legal entitlement or authorisation for abstraction and storage before construction or use.
- Provide storage as advised by the contractor; the existing concept of two 5,000 litre tanks per tunnel shall be treated as an indicative tender quantity, not a design solution.
- Provide tank bases, interconnections, overflow, screened vents, washout, level indication, isolation, access and protection against contamination.
- Pressure-test, disinfect where applicable and flush the complete system.

The tender shall separately price the pipeline, borehole-pump modifications, water testing and storage so that changes arising from verified site data can be valued transparently.

1.7. Irrigation, Filtration and Fertigation System

The Contractor shall provide an automatic system capable of uniformly supplying water and nutrients to the designed plant population under simultaneous peak-demand conditions. Nominal legacy component sizes shall be verified by calculation and shall not override the required hydraulic performance. The contractor shall provide:

- Duty and standby pumping arrangement complete with suction protection, isolation, non-return valves, air valves, pressure indication and dry-run protection.
- Filtration selected from measured source-water quality and emitter requirements, with isolation, pressure differential indication and maintainable flushing.
- Zoned distribution to all tunnels with labelled valves, pressure regulation, flow measurement and manual isolation.
- Pressure-compensating emitters or drippers selected for the crop and substrate.
- Automatic controller with sufficient independently programmable stations, weatherproof enclosure, and manual override.
- Fertigation system comprising chemical-compatible stock tanks, mixing, dosing or injection, agitation where required, backflow prevention and safeguards against incompatible chemical mixing.
- Flush manifolds and controlled discharge points that do not erode soil, pollute water resources or create standing water.

Acceptance shall require pressure and leak testing, controller and alarm checks, dosing equipment, demonstration of each zone, and a catch-can or equivalent uniformity test. The minimum acceptable distribution shall be as per industry best practice. The Contractor shall submit baseline flow, pressure and dosing settings for every zone

1.8. Buildings, Packing and Cold-Room Facilities

The Contractor shall assess existing construction and complete or provide the following integrated facilities in accordance with accepted contractor proposals/designs [as agreed to by the employer]:

- Packing shed: nominal 9 m x 18 m plan area, weatherproof roof, durable cleanable floor, drainage where washing is intended, ventilation, lighting, small power, pest exclusion and two nominal 3 m x 2.8 m access doors.
- Cold room: nominal internal dimensions 2.34 m x 2.34 m x 2.4 m, fit for purpose insulated enclosure as per industry best practice.
- Ablutions: separate facilities, each with at least one toilet and handwash basin, water supply, drainage, ventilation, lighting and cleanable finishes.
- Office: nominal 3 m x 3 m, complete with door, window, finishes, lighting and socket outlets.

- Store: nominal 3 m x 3 m, secure, ventilated and fitted for the intended storage. Agricultural chemicals shall be stored in a segregated, bunded and lockable area with signage and controlled access.

1.9. Electrical works

The Contractor shall design, supply, install, test and certify all low-voltage electrical work required for pumps, controls, fertigation equipment, cold room, packing shed, office, store, ablutions, external lighting and associated services.

Procurement, furnish, Installation, erection and commissioning of the electrical equipment and materials described herein shall be done in accordance with the SANS/IEC codes and standards referenced in the applicable sections of these specifications subject to the acceptance of the Employer.

The contractor shall:

- Verify the Employer's nominated point of supply, voltage, fault level, Grounding and available capacity.
- Provide load schedules, single-line diagrams, distribution boards/Panel boards, cables, and surge protection.
- Select equipment enclosures as necessary for dust, moisture, corrosion, ultraviolet exposure and washdown conditions.
- Provide a valid electrical Certificate of Compliance and complete test records at handover.
- For lighting and small power only, refer to SANS 10142-1.
- Cables both non-armoured and armoured cable shall meet SANS 1507 and SANS 1411, its Parts.
- Copies of datasheets for Motors, Light fitting, HVAC, electrical panels, cable tray, Receptacles and other non-structural items. Electric Actuator Information shall be included.
- All maintenance tools shall be furnished and stored as directed by the Employer.

The tender shall identify any assumption concerning supply capacity, new service connection, or alternative power source.

1.10. Fencing, Gates and Security

The Contractor shall assess the existing fence and submit a marked-up layout distinguishing repair, removal and new work. The following shall be measured and priced separately:

- Repair of existing barbed-wire fencing, including posts, stays, wire, strainers and local foundations.
- Removal and lawful disposal of fence sections that cannot be repaired.
- New five-strand barbed-wire fence, including treated or galvanised posts, strainers, stays, foundations, tensioning and corrosion protection.
- Lockable vehicle and pedestrian gates at the locations shown on the accepted site layout.

The pricing schedule shall state metres of each fence type and the number and size of gates.

1.11. Agricultural Inputs and Tools

The Contractor shall:

- Provide 10,880 certified tomato seeds of a greenhouse-suitable cultivar proposed by the Contractor and accepted before purchase. The tender shall state cultivar, resistance package, germination, batch traceability and shelf life.
- Submit a crop-establishment, irrigation, nutrition and integrated pest management plan prepared by a suitably qualified agricultural specialist.
- Supply only registered fertilisers and agricultural remedies suitable for the crop and intended use. Provide labels, registration details, safety data sheets, application rates, withholding periods and secure storage provisions
- Provide initial quantities only as listed in the pricing schedule. Continuing operational consumables after handover are excluded unless expressly scheduled.
- Provide a priced schedule of hand tools, meters, scales, test kits, pruning equipment, sprayers and routine maintenance tools. Each item shall state quantity, make or performance specification and warranty.

1.12. Submissions and Design Review

The Contractor shall submit documents in logical packages and allow the review periods stated in the Contract Data. As a minimum, the following shall be submitted:

- Tender-stage site-inspection report, assumptions, exclusions, deviations and proposed subcontractors.
- Condition assessment and measured repair-and-replacement schedule.
- Design-basis report, design calculations and drawings as necessary.
- Site layout, drainage plan, pipeline profile, greenhouse details, growing layout, irrigation and fertigation schematic, electrical single-line diagram, building drawings and fence layout.
- Equipment schedules, datasheets, samples, warranties, inspection and test plan and commissioning procedures.
- Water-quality report, borehole-yield evidence and water balance [of the existing borehole].
- Master document register and procurement schedule.

Employer comments shall be consolidated and classified as accepted, accepted with comments or rejected with reasons. Approval shall not be withheld for matters outside this Scope or for preferences that do not affect stated requirements**.**

1.13. Testing, Commissioning and Completion Criteria

The Contractor shall prepare and execute an integrated commissioning plan. Completion shall require successful demonstration of the entire facility under normal operating conditions and submission of the records listed below.

- Inspections of tunnels and buildings.
- Pipeline, tank and irrigation pressure, leakage, flushing and flow tests.
- Irrigation distribution-uniformity and fertigation calibration tests.
- Electrical Certificate of Compliance.
- Cold-room pull-down, holding, alarm and drainage tests.
- Functional demonstration of water transfer, storage, irrigation, fertigation, drainage, lighting, ventilation, doors, gates and controls.
- Equipment subject to pressure shall be checked for leakage subject to the
- approval of the Employer.

The facility will be considered complete only when it is safe, clean, legally compliant, free of material defects, production-ready, fully documented, and outstanding items do not prevent intended use. The Employer may issue a minor defects list with agreed close-out dates; operationally significant defects shall prevent completion.

1.14. Handover Documentation

The final handover package shall be indexed, searchable and supplied in editable native format and PDF, and shall include:

- As-built drawings and asset schedules.
- Accepted design.
- Equipment datasheets, serial numbers, and warranties.
- Operation and maintenance manuals with maintenance intervals and troubleshooting guides.
- Electrical Certificate of Compliance.
- Water-quality results, borehole data, irrigation zone settings and fertigation records.
- Recommended spares and consumables schedule with supplier details**.**

1.15. Warranties and Defects

The Contractor shall advise on warranties and transfer warranties to the Employer on completion of work, respond to defects within the times stated in the Contract Data and remedy defects without cost where attributable to design, materials or workmanship.

The Contractor shall ensure that the required design and construction activities as outlined in document 366-569861- Kusile Bravo Greenhouse Scope of Work (Rev 2) are completely understood and executed in line with all discipline specific requirements, all statutory requirements and all standards and Eskom procedures as detailed in the technical specification.

For further information, please refer to 366-569861- Kusile Bravo Greenhouse Scope of Work (Rev 2).

2. Drawings

No drawings have been issued. The Contractor is required to design where required and provide the Employer with drawings for the Works.

For detailed information, please refer to 366-569861- Kusile Bravo Greenhouse Scope of Work (Rev 2).

3. Specifications

Title	Date or revision	Tick if publicly available
General Specifications:		
Health and Safety requirements: Kusile SHE Specification	**Rev 8**	**Provided**
Environmental requirements: Standard Environmental Spec	**Rev**	**Provided**
Supplier Quality Management Specification	**Rev 4**	**Provided**
Technical specifications:		
Bravo Greenhouse Scope of Work	**Rev 2**	**Provided**

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

4.1 Meetings

Regular meetings of a general nature might be convened and chaired by the Employer as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Project Progress Meetings	Weekly or as required determined by rate of progress	Kusile Power Station	Employer, Supervisor, Lead Engineer, Contractor and Others as required.
Technical, Health, Safety, Environmental and Quality Meetings	As and when required.	Site/Kusile Power Station	Supervisor, SHE Officers, Contractor and Others as required.

Project Risk Reduction Meetings	As and when the need arises.	Site/Kusile Power Station	Employer, Project Administrator, Supervisor, Risk Officer, Contractor and Others as required.
Overall Contract Progress and Feedback Meetings	Monthly on / or before last Thursday of the month	Kusile Power Station	Employer, Supervisor, Lead Engineer, Finance /QS, Contractor, and Others as required.

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

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

4.2 Use of standard forms

The Contractor is required to adopt His own standard forms, however, ensure application of the Contract, Standard and referenced specifications.

4.3 Safety

Eskom is committed to safeguarding its contractors (principal contractors, appointed contractors, suppliers, vendors, service providers and consultants) and the environment against undesired exposure to its operations, which is in line with its Safety, Health, Environmental and Quality Policy. Therefore, as an organisation, processes have to be in place to identify all possible practical occupational health and safety risks to which contractors are exposed and to take the appropriate measures that are necessary to prevent any incidents, injuries or environmental damage resulting from accidental exposure.

In addition to the requirements of the laws governing health and safety, Contractors have the crucial responsibility for executing work safely on a site or project, including taking measures to ensure contractor health, safety and environment during their activities/services to prevent any injury to employees and/or other people and members of the public, or damage to the environment. Each contractor is responsible for ensuring that its employees and the employees of any appointed contractors comply with all the applicable occupational health and safety legislative requirements and the policies and procedures of Eskom.

The Employer has additional requirements particular to the works and the Working Areas for this contract. The following requirements shall be met.

- Annexure B (Acknowledgement of Health and Safety Rules)
- OHS plan (Must address the scope of work OHS risk(s) and aligned with the health and safety specification or requirements)
- Costing for Health and Safety management (must submit detailed costing for SHE -the cost should be broken down not provided as a lump sum). The costing must be based on the overall scope of work/service to be performed.
- Baseline Risk Assessment (BRA): Identification, assessment, and management of OHS risks related to the scope of work. The methodology and applicable risk matrix used for the risk assessment must be provided together with the BRA
- Valid Letter of Good Standing (COIDA or equivalent)
- OHS policy signed by CEO (The submitted policy document must comply to OHS Act Section 7)
- OHS Competency (Consider scope of work, risks, SHE plan and applicability) CV’s and qualifications/certificates such as SACPCMP registration, Incident Investigator, First aider, Risk Assessor.

Furthermore, the Contractor is referred to the attached document 240-143052367- Kusile SHE Specification Rev 8.

4.4 Environment

Environmental management is concerned not only with the results of the Contractor's operations to carry out the Works but also, and most importantly, with the manner in which his operations are carried out. It is thus a requirement that the Contractor shall comply with the environmental requirements on an ongoing basis.
The Contractor shall take full responsibility for protecting the natural environment and eliminating or minimising the negative impacts of construction on the environment during construction. The Contractor shall prevent or limit the occurrence of accidents which may cause damage to the environment, prevent or limit the consequences of such accidents and shall return the environment to a state as close as possible to its condition prior to any such accident occurring.

Nothing specified herein shall relieve the Contractor of any obligations or responsibilities in this regard. The requirements of the Environmental Specification apply to all areas under the Contractor's control, including but not limited to the Working Area, all borrow pits, the construction camp and offices, all access/haul routes and all labour accommodation areas.

Environmental Requirements:

- Qualified Environmental Officer with Environmental Science / Management degree / diploma.
- Environmental Officer should have a minimum of 2 years relevant experience on Environmental Management.
- Environmental Management Plan which will cover environmental aspects in line with the scope of works. This EMP must be submitted and approved before the contractor start with any works.
- Relevant Method Statements in line with Environmental Management Plan - Standard Environmental Specification, Record of Decision (RoD), Safety, Health and Environment Specification
- Environmental Policy signed by the company CEO
- Aspect and Impact Register in line with the works. SHEQ documents are attached.

The Contractor shall comply with the environmental criteria and constraints stated as part of this Works Information to fulfil the requirements stated in 366-569861- Kusile Bravo Greenhouse Scope of Work (Rev 2).

The Contractor shall refer to all relevant South African legislation-provincial and municipal by-laws.

4.5 Quality

The fundamental objective of the set of quality requirements stated within this contract is to ensure that the Contractor produces goods/products/services that the Employer are wholly satisfied with whilst ensuring that work is done right the first time. To achieve this, the Contractor shall ensure that three approaches are taken. These are as follows:

- Ensuring that the Contractors Quality Management System (QMS) is set up and maintained
- Quality Assurance
- Quality Control

Furthermore, The Contractor shall comply with the Quality requirements as stated in 240-105658000 - Supplier Quality Management Specification (QM58) to fulfil the requirements in the Scope of Work document -366-569861- Kusile Bravo Greenhouse Scope of Work (Rev 2) and the referenced documents stated as forming part of the Works Information.

4.6 Document Management

The documentation requirements cover the various engineering stages, from the design stage through fabrication, installation, testing and commissioning and most importantly for the operating, maintenance and stage of the project. The Contractor ensures that the 240-76992014 Technical Documents and Records Management Work Instruction is used for any documentation requirements.
The Contractor is responsible for the compilation and the supply of the documentation during the various project stages and to provide the documentation programme to link with the milestone dates. Documentation

and drawings are programmed for delivery to meet the milestone dates and in accordance with the agreed VDSS.

For further information, please refer to 366-569861- Kusile Bravo Greenhouse Scope of Work (Rev 2).

4.7 Contractor's management

The Contractor complies with all relevant South African statutory requirements in terms of the employment of people on Site. No site-specific requirement takes precedence over any statutory requirement. It is the Contractor's responsibility to ensure that competent persons having the knowledge, training, experience and qualifications specific to the work or task being performed, provided that, where appropriate, qualifications and training are registered in terms of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995) are utilised.

The Contractor is responsible for his work coordination process and the manner of execution necessary to carry out the Works. Work coordination includes the general and specific workflow, planning and sequence of execution of the Works by the Contractor.

The Employer encourages a sound and fair management and Employee relation that are essential to the promotion of goodwill and the economic wellbeing of the Employees of the Contractors.

4.8 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 shall address the tax invoice to Eskom Holdings SOC Ltd
Kusile Power Station Project
R545 Kendal/Balmoral Rd Haartebeesfontein Farm Witbank
Postnet Suite 46 Emalahleni
1035
South Africa
Vat 4740101508

and include on each invoice the following information:

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

- Name and address of the *Contractor* and the *Employer.*
- 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;
- Invoices must be sent via email to: invoicesgrpcapitalKCT@eskom.co.za

NB: Payment is calculated from the correct invoice received date, not invoice date.

Checklist for Invoices

- Invoice addressed to: Eskom Holdings Limited
- Read "Tax Invoice"
- Company Vat Registration
- Eskom Vat Number 4740101508
- Invoice Number
- Invoice Date (not later than last day of month of assessment)

- 45 Purchase Order Number
- Suppliers Name and Address
- Vat % (15% or zero rated)
- Assessment to be attached to invoice, together with back-up
- Rate/ Activity to be claimed in accordance with contract
- Where retention/ delay damages are applicable, need to be deducted before vat.
- CPA needs to refer back to Basic Invoice, together with calculations in accordance with contract.
- CPA invoices need to be invoiced separately
- Local and Foreign invoices to be invoiced separately
- Units to be invoiced separately
- Where supplier has claimed incorrect, they have to cancel their invoice with a credit note referring to incorrect invoice and issue a new invoice

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.

4.9 Records of Defined Cost

In line with core clause 11.2 (5) and 63, In order to substantiate the Defined Cost of compensation events, the Employer requires the Contractor to keep records of amounts paid by him or people employed by the Contractor, Plant, and Materials, work subcontracted by the Contractor and Equipment.

Furthermore, The Contractor retains project design calculations and information for the entire latent defect period and provides these to the Employer on prior written notice at any time notwithstanding the expiry or termination of the contract.

4.10 (Supplier Development, Localisation and Industrialisation (SDL&I)

The Contractor complies with and fulfils the Contractor's obligations in respect of the Supplier Development, Localisation and Industrialisation (SDL&I) Mandatory Requirements - South Africa in accordance with and as provided for in the Contractor's SDL&I Compliance Schedule

For detailed information, the Contractor is referred to the SDL&I Requirements Undertaking.

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

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

Please indicate below Designated Components:

SDL&I Contractual Requirements.

Job Opportunities and Upskilling of Employees

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

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

The Contractor should ensure that all its General Workers and Semi-Skilled Workers and at least 30% of the skilled workers are recruited from within the Nkangala District Local Municipality Areas.

Reporting and Monitoring

- The suppliers shall on a Monthly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award. This will be used as a reference document for monitoring, measuring, and reporting on the supplier's progress in delivering on their stated SDL&I commitments

The *Contractor* shall keep accurate records and provide the *Employer* with reports on the *Contractor*'s actual delivery against the above stated SDL&I criteria.

The *Contractor*'s failure to comply with his SDL&I obligations constitutes substantial failure on the part of the *Contractor* to comply with his obligations under this contract.

4.11 BBBEE and preferencing scheme

Awarded Contract is expected to maintain or improve their B-BBEE Recognition Level for the duration of the contract.
Refer to SDL&I Compliance Requirements.

4.12 Facilities to be provided by the *Contractor*

The Contractor is required to provide all facilities to enable the Contractor to execute and successfully complete the Works.

4.13 Title to material from excavation and demolition

The Contractor has no title to an object of value or of historical or other interest within the Site. The Contractor notifies the Employer when such an object is found, and the Employer instructs the Contractor how to deal with it. The Contractor does not move the object without instructions.

The Contractor has title to materials from excavation and demolition only as stated in the Works Information.

4.14 Design by the *Contractor*

The Contractor shall ensure that the required design requirements as stated in the technical specification (366-569861- Kusile Bravo Greenhouse Scope of Work (Rev 2) are fulfilled.

Furthermore, per clause 20.2 of the Contract, which states, The Contractor does not start work which the Contractor has designed until the Employer has accepted that the design complies with the Works Information.

4.15 Cataloguing requirements by the *Contractor*

The Contractor is not required to provide the cataloguing information for this project.

5. Requirements for the programme

5.1. Programme requirements

- Programmes shall be in MS Projects and shall be submitted in electronic format (XER) together with one printed PDF copy.
- Unless otherwise directed in writing by the Employer, the level of detail required is level 4 and programmes shall:
    - 5.1.1 include work break-down structure (WBS) (which WBS shall be consistent with the coding structure provided by the Engineer from time to time);
    - 5.1.2 show resourced material and manpower quantities and units per activity;
    - 5.1.3 show activity durations in days;
    - 5.1.4 show late and early start dates, late and early finish dates and total float;
    - 5.1.5 provide at least one predecessor and one successor relationship for each activity in the programme, save the start and finish milestones (as such, there shall be no open logic ties for all the Works activities);
    - 5.1.6 not utilise any negative lags in predecessor-successor relationships;
    - 5.1.7 not utilise any constraints that disrupt the programme software's date calculations, such as Start On, Finish On, Mandatory Start, or Mandatory Finish constraints;
    - 5.1.8 in the event of out-of-sequence progress having been reported, repair the logic ties for the activities affected by the out-of-sequence progress so that the programme models the revised flow of work;
    - 5.1.9 include activity codes (which activity codes shall be consistent with those provided by the Engineer from time to time);
    - 5.1.10 clearly identify and indicate milestones, key events and the critical path; and
    - 5.1.11 incorporate other requirements or information required by the Engineer from time to time.

Activities exceeding thirty days in duration shall be broken down into detailed sub-tasks. Commissioning activities shall be scaled in days. Where the Engineer approves use of a twenty-four-hour schedule, then the resource loaded programme shall be detailed in hours. Procurement, construction and commissioning activities shall be fully detailed to show all terminal point release (interface) requirements including civil, mechanical, C&I, electrical and services.

5.2 First Programme

- The first programme shall be consistent with the programme submitted with the Tender but shall include any alterations or additions negotiated and agreed to between the Parties as at Contract Date.
- the Contractor is required to submit a first programme within 14 days after the Contract Date; the Contractor shall in any event submit a preliminary first programme within 7 days of the Contract Date. This preliminary programme shall comply with the requirements of the first programme and with the requirements set out in clause 5.1 above, except that the level of detail required therein shall be that of level 2 and not level 4. This preliminary programme is not considered to be a formal programme but is submitted for information purposes in order to enable the Engineer, at his discretion, to raise comments with a view to avoiding delays when the first programme is submitted.
- Weekly updated Programmes must be submitted with Sundays as the Data Date. All variances should be explained and submitted with the programme

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

The *Contractor* is liable for provision of all facilities and services to enable the facilitation, execution and completion of the whole of the Works.

The Employer will provide the water and electricity connection points to the Contractor.

C4: Site Information

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

1. Access limitations

Location
The Greenhouse site shown below in the white square indicates the current location of a partially constructed Greenhouse facility. Figure 1 indicates the position of the Greenhouse facility which includes 12 Tunnels and one brickwork building. The site is surrounded by a barbed wire fence.

The Project Site is accessed from the existing D686 road that runs from either N12 and/or N4, which are the closest national access route roads to the Bravo Community Greenhouse.



Figure 1: The Greenhouse facility is located outside Kusile Power Station with access from R686 Lone Rock Road.

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

The Contractor is referred to 366-569861- Kusile Bravo Greenhouse Scope of Work (Rev 2).

3. Hidden and other services within the *site*

Information, if any, on existing services and structures, including underground installations ("services and installations"), at the Project Site (and/or at other places, if any, as may be specified under the Contract as forming part of the Site) is made available solely to assist the Contractor in the execution of the Works.

The Contractor carries out the Works on the basis that services, and installations may exist that are not indicated on information provided.

The Contractor is responsible for locating and identifying all services and installations (such as, but not limited to, oil, water, air, and gas lines, sewers and other drains, circulating water lines, oil separators, septic tanks, telephone lines, electrical duct banks and racking or buried structures within the Project Site and/or at other places, if any, as may be specified under the Contract as forming part of the Site) where any

penetration (such as, but not limited to, excavation, ploughing, trenching, driving of well points, or insertion of any tool or device below the surface) is anticipated or required or where construction operations may subject services and installations to damage, prior to the performance of such work.

All information relative to the services and installations are recorded by the Contractor and incorporated into the construction records in accordance with the requirements of the Contract.

Where this document is not clear about the location of an item to be installed or work to be performed, it is the Contractor's responsibility to determine the correct location from the Employer's engineering representatives via Request for Information process. The Contractor shall only act upon confirmation by receipt of an Engineering Instruction via the Employer. Incorrectly positioned items, or incorrect work done (where Engineering Instructions were not issued) shall be moved / removed / replaced / changed / reinstalled by the Contractor at his cost.

Should the Contractor damage any services, known and unknown, the Contractor reinstates such services at its own cost according to the Employer's accepted procedures and methods and to the Employer's satisfaction. All incidents of damaged underground services are immediately notified to the Employer.

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

The following figure depicts a top view of the original design that was partially constructed.



For further details, please refer to 366-569861- Kusile Bravo Greenhouse Scope of Work (Rev 2).