



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and

for Bronkhorspruit CNC centralisation of stores

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Documentation prepared by:

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:

Bronkhorspruit CNC centralisation of stores

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

Eskom Holdings SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg,
2199

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)*

**Eskom Holdings SOC Ltd, Megawatt
Park, Maxwell Drive, Sandton,
Johannesburg, 2199**

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 <i>Employer</i> 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 <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ¹ is (Name):	Thoko Mvelase
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel No.	011 800 2396
	Fax No.	N/A
	E-mail address	Thoko.mvelase@eskom.co.za
11.2(11)	The <i>works</i> are	Bronkhorspruit CNC stores centralisation
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 <i>site</i> is	The site is located at the Bronkhorspruit CNC, Durley AH, Bronkhorspruit
30.1	The <i>starting date</i> is.	TBC
11.2(2)	The <i>completion date</i> is.	TBC
13.2	The <i>period for reply</i> is	1 week
40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	1 week
50.1	The <i>assessment day</i> is the	25TH of each month.
50.5	The <i>delay damages</i> are	R1 000 per day up to a limit of 15% of the total contract value
50.6	The retention is	5% of every assessment
51.2	The interest rate on late payment is	0.5% per week of delay has been agreed

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

80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	The amount of the deductibles relevant to the event 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
82.1	The <i>Employer</i> provides this insurance	As stated in Eskom Annual Construction All Risk Insurance Policy Annexure B
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see 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 <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Gauteng South Africa
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	
The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013)²³ 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 <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance	The <i>Employer's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance	The Defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	<u>Loss of or damage to property</u> <u>Employer's property</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date where covered by the <i>Employer's</i> insurance	

	<p><u>Other property</u> The replacement cost</p> <p><u>Bodily injury to or death of a person</u> The amount required by the applicable law</p>	
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 minimum 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 <i>Contractor</i> 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 follows / contained in Annexure A

ITEM	DESCRIPTION	UOM	QTY	RATE	TOTAL
1	Appointment of Civil/Structural engineer professionally registered to design, inspect and certify the works	Sum	1		
2	Site Supervisor	day	66		
3	Safety Officer	day	36		
4	Health and Safety, Environmental and Quality Management, OHSA appointments, etc	month	3		
5	Overheads for project (This includes paperwork, office overheads, telephone calls, etc)	month	3		
6	Establishment, De-establishment & Rehabilitation of Site	Sum	1		
7	PPE for Local Labour	Sum	1		
	Transport				
1	LDV 4X4	km	10560		
2	Mini-bus 23-Seater	km	10560		
	SUBTOTAL				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	CLADDED STORAGE				
	EARTHWORKS (PROVISIONAL)				
	Carting away of excavated material:				
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stockpiles situated on the building site.				
	EXCAVATION, FILLING, ETC.				
	EARTHWORKS				
	Restricted excavation in earth not exceeding 2m deep:				
	Holes.				

1	26 Holes according to design	Each	26		
	Extra-over for:				
2	Intermediate excavation.	Each	1.625		
	Risk of collapse of excavations:				
3	Sides of trench and hole excavations not exceeding 1,5m deep.	m	104		
	Keeping excavations free of water.	Item	1		
	Earth filling obtained from the excavations:				
	Backfilling to holes, etc., and compacted in layers not exceeding 150mm thick to 95% Mod AASHTO density.				
4	26 Holes x (1-0.203) x (1.-0.133) x 1	m3	0.690999		
	Soil insecticide:				
5	To bottoms and sides of holes, etc.	m2	156		
	SUBTOTAL				
	CONCRETE, FORMWORK AND REINFORCEMENT				
	CONCRETE				
	10MPa/19mm concrete:				
6	Blinding in footings.	m3	1.3		
	25MPa/19mm concrete:				
7	Column bases as per design	m3	6.5		
8	Columns in Foundations.	m3	1.82		
	TEST BLOCKS				
9	Making and testing concrete strength test cube.	No.	3		

	GROUTING				
	20mm thick non shrink grout under base plates:				
10	Base plate size 300 x 230mm.	m3	0.03588		
	SMOOTH FORMWORK (DEGREE OF ACCURACY II)				
	Smooth formwork to sides:				
	Columns				
11	26 x 0.350 x 2 x 1	m2	18.2		
12	26 x 0.165 x 2 x 1	m2	10.4		
	REINFORCEMENT				
	Mild steel reinforcement to structural concrete work:				
13	Mild-tensile steel bars all diameters.	t	1.764		
	High tensile steel reinforcement to structural concrete work:				
14	High-tensile steel bars all diameters.	t	1.283		
	SUBTOTAL				
	ROOF COVERINGS, ETC.				
	IBR PROFILE SHEETING AND ACCESSORIES:				
	0,5mm Chromadek IBR azure blue Roof Sheeting, laid strictly in accordance with the manufacturer's specifications by an approved erector with a five (5) years guarantee for site workmanship and water tightness:				
15	Roof covering with not exceeding 25 degrees pitch.	m2	550		
16	Side cladding.	m2	357.5		
17	Barge flashing / Gable trim, 550mm girth and three times bent along girth.	m	55		

18	External corner trim 460mm girth and three times bent along girth.	m	30		
19	Drip flashing 150mm girth and three times bent along girth.	m	60.5		
SUBTOTAL					
	METALWORK				
	Descriptions:				
	Descriptions of bolts shall be deemed to include nuts and washers:				
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete:				
	Metalwork described as" holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described:				
	STRUCTURAL STEELWORK				
	STEEL COLUMNS AND BEAMS				
	Columns in single lengths:				
20	203 x 133 x 25 Universal beam, including 300 x 230 x 5mm thick mild steel base plate welded on and cast into concrete base.	t	4.017		
	Welded and bolted beams in single lengths, including all bearer and connection plates welded to columns (elsewhere measured), including holes, bolts, etc., complete:				
21	203 x 133 x 25 Universal Beams in beam eaves	t	1.15875		
22	IPE180 in beam eaves	t	0.87138		
	PURLINS, GRITS, BRACING, ETC.				
	Purlins and girts in single lengths, welded and bolted to steel beams and / or columns, including all holes, bolts, etc., complete:				

23	150 x 75 x 25 x 2.5mm cold formed lipped channel section purlin.	t	4.436404		
24	203 x 133 x 25 universal beams in rafters	t	1.243468		
25	305 x 165 x 40 Universal Beams in rafters	t	0.582568		
26	IPE180 in rafters	t	0.692469		
27	60 x 60 x 6 RSA in cross bracings	t	0.636293		
28	80 x 60 x 6 RSA in sag angles	t	1.204749		
PAINT TO STRUCTURAL STEEL					
Clean, prime and apply two coats polyurethane 'Dulux Sigmadur Gloss' paint :					
28	To all types of structural steel components.	t	14.84		
DISMANTLING					
29	Breaking down and removal of concrete work (Foundations, runways etc)	m3	16.04		
30	Dismantling all steelwork for scrapping	No	26		
SUBTOTAL					
SUNDRIES					
REHABILITATION					
31	Clean the existing paving blocks and make good	m2	500		
SANITARY FITTINGS, TANKS, GEYSERS, ETC.					
Firefighting equipment:					
32	9 kg Dry chemical fire extinguisher including 100mm x 450mm x 25mm polished hardwood back board with chamfered edges, fixed to steelwork.	No	3		
LUMINAIRES AND EQUIPMENT					

33	400W Clear tubular high pressure sodium luminaire floodlighting complete with lamps, connections, etc. mounted in position with and including mounting brackets	No	6		
	SOCKETS, POWER SKIRTING AND WIRING				
34	Supply and install Double 3 pin socket outlet, PVC, with connection boxes and consumables	No	1		
	SUBTOTAL				
	TOTAL				

SUMMARY OF BILL OF QUANTITIES		
ITEM	DESCRIPTION	AMOUNT
1	PRELIMINARIES AND GENERAL	
2	TEMPORARY BARRIERS, SCREENS, ETC	
3	EARTHWORKS	
4	CONCRETE, FORMWORK AND REINFORCEMENT	
5	ROOF COVERINGS, ETC.	
6	METALWORK	
7	DISMATLING	
8	SUNDRIES	
	TOTAL	
ADD	VAT @ 15%	
	TOTAL CARRIED TO FORM OF OFFER	

C3: Scope of Work

C3.1 Works Information

1. Description of the *works*

The scope of work includes the followings:

1.1 STORAGE AREAS

- Design supply and install steel shelter (approx. 50m long, 5m high and 10m width), the height needs to be adequate to allow for the placing of the equipment from the truck.
- Supply adequate lighting in the storage area.
- Supply and install 2 X 9 X KG DCP fire extinguishers, ensure that the extinguisher signage's are complying with SANS 1186 and signs must be 290x580mm photoluminescent type.
- Revise paving if needed to allow adequate turning radius for a truck to enter the new storage area.
- Relocation of existing trees and vegetation and cut branches on the tree so that the shelter can be constructed.

2. QUALITY MANAGEMENT SYSTEM

The Contractor shall be required to provide or maintain a quality management plan, which must be approved by Eskom

The contractor is advised that the employer considers it essential that for a project of this scale the contractor shall provide and maintain a high level of skilled management organization and resources (justified by CV's), to ensure the successful and timely completion of the contract. Crucial information is to be provided by the Senior Supervisor Technical Facilities and Project Manager at tender stage (tender clarification/briefing meeting) and this shall be deemed to define the contractor's intentions in this respect. It is a requirement that the contractor submits all technical requirements documents as specified by procurement strategy document under technical criteria.

3. WEEKLY PROGRESS REPORTS

5.1 Weekly report

The weekly progress report shall be based on the weekly progress meeting by the contractor and the Employer represented by the Supervisor or Senior Supervisor or delegation from the Employer. The meeting shall focus on a punch list which is derived from the project scope of works as per the project schedule with an objective of tracking contractor's progress which should be driven by the following items:

1. Past week achieved progress activities.
2. Current week activities.
3. Next week target activities.

			 1_Safety Health & Environment (SHE) Pc
2	32 - 136	0	Construction Safety Health and Environmental Management  2_Construction Safety Health and En
3	32-524	0	Developing a Safety, Health and Environmental Specification  3_Developing a Safety, Health and Er
4	34 - 333	1	Health and Safety Requirements to be met by Principal Contractors employed by Eskom Distribution 34-333  4_Health and Safety Requirements to be n
5	32 - 421	1	Eskom Cardinal Rules 32-421  5_Eskom Cardinal Rules (32-421).pdf
6	Construction Reg 3		Notification of Construction Work to Department of Labour  6_Notification of Construction Work to
7	Construction Reg 4 & 5		Appointment letters for Client representative, Principal Contractor & Contractor  7_Appointment letters for Client repr
8	OHS Act		Written agreement on OHS Act Section 37(2)  8_Written agreement on OHS A
9 & 10	34 - 1063	0	Expanded Public Works Report 34-1063.  9_Expanded Public Works Report (34-1063)
			 10_EPWP Report to be inserted in docum
11	<u>DST 34-961</u>	0	Legal appointments and authorizations  11_Legal appointments and au
12	SRTI03/2006		Transporting persons on back of vehicles  12_Safety Instr Transport Contractor

4. Constraints on how the Contractor Provides the Works

N/A

4.1 Meetings

Weekly progress meeting will be held by the contractor and the employer represented by the Supervisor or Senior Supervisor or delegation from the employer. The meeting shall focus on a punch list which is derived from the project scope of works as per the project schedule with an objective of tracking contractor's progress which should be driven by the following items:

1. Past week achieved progress activities.
2. Current week activities.
3. Next week target activities.
4. Commitment to project schedule.
5. Deviation and corrections to the project schedule.
6. Issues and activities adjustment.
7. Risk identification and mitigations.
8. Appraisals on achieved targets.

4.2 Use of standard forms

NEC short contract standard forms will be used for administration of this contract. These will be available from the Project Manager on request.

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.

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

General Information	X
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right-hand corner)	

- Bank details must be on the invoice or on a attach sheet, but it does not require a bank stamp just a letter)	
- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	
- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original "certified copy" (i.e. not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	
With Reference Invoices	X
- Goods receipt must be done (payment with reference)	
- Ensure that the SAP purchase order number is clear and correct on the invoice	
- GR number to be written on the Invoices	
- If multiple lines on invoice write the line number of the order against the line to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)	

4.4 Records of Defined Cost

The Contractor must keep records of support document of compensation event. These records must be made available to the Employer for Contract purpose.

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

If the ASGI-SA requirements are to be included in this contract specify constraints which Contractor must comply with after contract award in regard to any ASGI-SA requirements. The ASGI-SA Compliance Schedule completed in the returnable tender schedules is reproduced here. If ASGI-SA does not apply, delete this paragraph.

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

4.6 BBBEE and preferencing scheme

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

4.7 Facilities to be provided by the Contractor

The Contractor should provide its own storage at their facilities.

4.8 Title to material from excavation and demolition

Contractor has no title to materials from excavation and demolition unless special arrangements are made regarding such title in the Works Information.

4.9 Design by the Contractor

None

4.10 Cataloguing requirements by the Contractor

Not applicable

5. Requirements for the programme

The programme is required in an Excel and PDF format; it will be updated and submitted every week during execution of work.

6. Services and other things provided by the Employer

Item	Date by which it will be provided
Electricity	Commencement of service
Water	Commencement of service

C4: Site Information

The site is located at the existing Bronkhorspruit CNC, Bronkhorspruit

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

1. Access limitations

The contractor to comply with any Health & Safety compliance necessary for site access. The Project Manager shall issue site entry, security control, permits and site regulations to the contractor.

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

The Contractor must conduct site inspection to determine the ground conditions of the the building and associated areas.

3. Hidden and other services within the *site*

The Contractor must conduct inspection to understand existing equipment/ service available in the building and associated areas.

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

The existing build where refurbishment will occur is currently vacant.

Annexure B: General All Construction Risk Cover



To whom it may concern

This letter serves to confirm the insurance cover as follows:

Insurer	:	ESCAP SOC Ltd
Insured	:	Eskom Holdings SOC Ltd
Additional Insureds	:	Entities dictated by financial or operational interest of the Insured, each for their respective rights and interest

All contractors undertaking work for or on behalf of the Named Insured but only in respect of the execution of any contract(s) (the "Contracts") between the contractor and Named Insured (it being understood that where the Named Insured undertakes the work they shall be deemed to be the "Contractor" provided that their rights hereunder shall not exceed the rights of any independent contractor working on behalf of the Named Insured) (hereinafter called the "Contractor").

All subcontractors employed by the Contractor and all other subcontractors (whether nominated or otherwise engaged but only in respect of the fulfilment of the contract(s)) (hereinafter called the "Subcontractor") for their respective rights and interests.

Any reference to Insured in this Policy shall apply to the Named Insured and where applicable the Additional Insured listed above. Cover in respect of contractors and subcontractors shall only be provided to the extent that the Named Insured undertakes in the contracts with the Additional Insured between the Named Insured and Contractor and/or Subcontractor to provide the

ESCAP SOC Ltd
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PO Box 1091 Johannesburg 2000 SA
Tel +27 11 800 6804 Fax +27 11 800 4737 www.eskom.co.za

Escap SOC Ltd Reg No 1993/003340/30

Insurance coverage found in this policy (hereinafter called the "Insurance Cover") for such parties

Policy name : Annual Construction All Risks

Period of insurance : 01 April 2024 – 31 March 2025

Policy limit : **Section I - Contract Works:**
Basic project value of R 500 million up to R 1 billion and 60 months at inception, thereafter unlimited in value and project time up to completion.

Section II - Contract Works Public Liability:
R25 million, any occurrence or series of occurrences arising out of one event

Policy coverage : Direct physical loss of or damage to any part of the Works and property insured including while in transit or at storage, including third party liability.

Policy deductibles : As per table below

Deductible	Division / Coverage
Section I – Contract Works	
R 500,000	Physical Damage to Property
R10 000 000	Transmission – Theft and Vandalism
R 5,000,000	Distribution - Theft & Vandalism
R1 000 000	Eskom Rotek Industries – Theft and Vandalism
R 50,000	Debris Removal
R 50,000	Debris Removal (No Damage)
R 25,000	Borrowing of plant for commission purposes
R 1,000	Documentation
Section II – Contractors' Public Liability	
R 50,000	Damage resulting from Fire and Spread of Fire
R 20,000	All other losses

Should you have any queries, please contact the Insurer at MmutleM@eskom.co.za

Yours sincerely



Moreti Tumelo Mphahlele
Escap SOC Ltd – Underwriting
Date: 11 April 2024