



NEC3 Engineering & Construction Contract

Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

and [Insert at award stage]
(Reg No. _____)

for **THE PROCUREMENT AND INSTALLATION OF 3 X LP HEATERS
4 ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD
OF FIVE YEARS AT KRIEL POWER STATION.**

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CONTRACT No. [Insert at award stage]

Part C1: Agreements & Contract Data

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C1.1 Form of Offer & Acceptance

Offer

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

THE PROCUREMENT AND INSTALLATION OF 3 X LP HEATERS 4 ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS AT KRIEL POWER STATION.

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

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

Options B	The offered total of the Prices exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number (if applicable)

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

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 C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the 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.

The tenderer shall within two weeks 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 original copy signed between them of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(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 tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

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

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

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

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

For the tenderer:**For the Employer**

Signature _____

Name _____

Capacity _____

On behalf of _____
(Insert name and address of organisation)_____
(Insert name and address of organisation)

Name & signature of witness _____

Date _____

PART 2: PRICING DATA

ECC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
C2.2	The <i>activity schedule</i>	

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

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

2. Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

3. Link to the programme

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

4. Preparing the *activity schedule*

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

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

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

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

An activity schedule could have the following format:

Item No.	Programme Reference	Activity description	Price

C2.2 the *activity schedule*

THE PROCUREMENT AND INSTALLATION OF 3 X LP HEATERS 4 ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF FIVE YEARS AT KRIEL POWER STATION. (Design, Removal and Installation)

Use this page as a cover page to the *Contractor's activity schedule*.

Item No	Description	Unit	Qty	Rate	Amount
100	<u>PRELIMINARIES AND GENERAL</u>				
1	Contractor required to list items required under P&G's.				
	<i>Note: P&G's not to exceed 10% of the direct cost. Contractor required to list items for fixed charge and time related (P&G's).</i>	Sum	1		
	SUB-TOTAL				
200	<u>DESIGN</u>				
1	Design the new LP Heater 4	Sum	1		
2	Running cost associated with Design activity	Sum	1		
	SUB-TOTAL				
300	<u>IMPORT MATERIAL</u>				
1	Import raw material for LP Heater 4	Sum	1		
	SUB-TOTAL				
400	<u>PROCURE LOCAL MATERIAL</u>				
1	Procure local material for LP Heater 4	Sum	1		
	SUB-TOTAL				

500	MANUFACTURING				
1	LP Heater 4	Each	3		
2	Of the sitework structure	Each	3		
3	Running cost associated with Manufacturing activity	Sum	1		
	SUB-TOTAL				
600	STORAGE				
1	Storage for LP Heaters 4 at Contractors yard	Each	3		
2	Running cost associated with Storage activity	Sum	1		
	SUB-TOTAL				
700	DECOMMISSIONING				
1	Of the existing LP Heaters	Each	3		
	SUB-TOTAL				
800	DELIVERY				
1	Of the existing LP Heaters	Each	3		
	SUB-TOTAL				
900	INSTALLATION				
1	New LP Heater 4	Each	3		
2	Running cost associated with Installation activity	Sum	1		
	Site Work				
2	LP4 Heater (Structure)	Each	3		
3	Running cost associated with Site Work activity	Sum	1		

	SUB-TOTAL				
1000	TESTS				
1	Required Test for the 1st LP Heater 4	Sum	1		
2	Required Test for the 2nd LP Heater 4	Sum	1		
3	Required Test for the 3rd LP Heater 4	Sum	1		
	SUB-TOTAL				
1100	DATA PACKS				
1	Data packages for LP Heater 4	Each	3		
	SUB-TOTAL				

	SUMMARY				
100	PRELIMINARIES AND GENERAL				
200	DESIGN				
300	IMPORT MATERIAL				
400	PROCURE LOCAL MATERIAL				
500	MANUFACTURING				
600	STORAGE				
700	DECOMMISSIONING				
800	DELIVERY				
900	INSTALLATION				
1000	TESTS				
11000	DATA PACKS				

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Works Information</i>	
C3.2	<i>Contractor's Works Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S WORKS INFORMATION

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1 Description of the works

For the detailed employer's objectives, scope of work, system description and technical interpretation and terminology see attached document number: **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1)**

1.1 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
OBL	Outside battery limits

2 Management and start up.

2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk Register and Compensation Events	As agreed between the Project manager and the Contractor	Kriel Power Station	Employer, Contractor, Supervisor,
Overall Contract Progress and Feedback	As agreed between the Project manager and the Contractor	Contractor's workshop/ Kriel Power Station	Employer, Contractor, Supervisor, and Engineering
Outage & Technical Meeting	As prescribed by Outage Management	Kriel Power Station Outage Management	Employer, Contractor, Supervisor, and Outage Management

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 *Project Manager* by the person convening the meeting within five days of the meeting.

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

2.2 Documentation control

All documentation shall be controlled as per the requirements of the Supplier Contract Quality Requirements Specification QM-58. All existing documentation that is affected by the project shall be updated as part of the documentation records and kept in the contractor's file and electronically.

The documentation requirements cover the various stages of the works, from the procurement stages, through installation and the commissioning, operating, maintenance and training stages of the project. Comprehensive document control of all documents is provided for the duration of the works.

The documentation register shall contain the following information and must be submitted monthly to the Project Manager:

- Documentation number (*Employer* and *Contractor's* number).
- Revision.
- Approval status.
- Location of documentation at that stage.
- Documentation description.
- QCP's that are approved by the system engineer prior for the commencement of the work on site.

All documentation submittals are accompanied by a documentation transmittal advice.

Documents shall be in Microsoft Office 2007 version or later version and shall be submitted in electronic format, together with hard copies of each document.

As Built plant drawings

- Two software copies on CD/DVD as well as 1 sets of paper copies are submitted to *The Employer* as part of the consolidated report before completion. Paper copies are submitted for acceptance during the contract execution phase.
- All drawings and related documentation shall fully comply with the requirements of Eskom standard 240-86973501 "Engineering Drawing office and engineering documentation standard".

2.3 Health and safety risk management

- The contractor shall ensure that all the Statutory appointments in place and required by the OHSACT.
- Every Tuesday there is compulsory Gemba walk every at the Kriel Power Station from 9h00 to 10h00 where everyone do housekeeping inspection and report the any deviation or noncompliance to housekeeping.
- Daily housekeeping shall be conducted by the contractor on their working area and barricade where necessary.
- The contractor shall conduct toolbox talks daily.
- Safety observations (BBSO) shall be done by the contract manager and all the supervisors are done weekly and reports be submitted to Safety department.
- The contractor shall report and investigate all the incidences to the Project Manager and Safety within the specified time and also present during the lesson learnt to the work stoppages that will be scheduled by safety department.
- Contractors shall attend monthly contractor safety meetings/ SHERQ meetings.
- Contractor shall investigate and close all the QIM actions (Audits findings) before they become overdue.

The *Contractor* shall comply with the health and safety requirements contained in Annexure _____ to this Works Information.

The *Contractor* shall comply with the health and safety requirements contained in this Works Information.

- The *Contractor* shall comply with the Occupational Health and Safety Act Number 85 of 1993 and its regulations, and Eskom SHEQ Policy, Standards, Procedures, Guidelines, Specifications and Regulations.
- The *Contractor* ensures safety awareness at all times through continuous training.
- The *Contractor* shall at all times be responsible for the supervision of his employees, agents and sub-*Contractors*, and shall take full responsibility and accountability in

- ensuring that they are competent, compliant and aware of the legal requirements and other applicable requirements, and shall execute the works accordingly.
- The *Contractor* shall ensure that all statutory appointments, and appointments required by any Eskom Policy, standard and Procedure, are recorded in writing and that all its appointees and/or agents fully understand their responsibilities and are trained and competent to execute their duties.
 - The *Employer*, or any person appointed by the *Employer*, may, at any stage during the term of the contract:
 - Conduct health and safety audits by a competent person regarding all aspects of compliance with the SHEQ requirements, at any off-Site place of work, or the Site establishment of the *Contractor*.
 - Refuse any employee, sub-*Contractor* or agent of the *Contractor* access to the premises if such person has been found to commit an unsafe act or if any work is found not to be compliant or authorized.
 - Issue the *Contractor* with a STOP WORK ORDER should the *Employer* become aware of any unsafe working procedure or condition, or any non-compliance.
 - The *Contractor* shall immediately report all incidents as well as any threat to safety and health of which he becomes aware at the Site, to the Project Manager.
 - The *Contractor* agrees that the *Employer* is relieved of any and all of its responsibilities and liabilities in terms of the Occupational Health and Safety Act no 85 of 1993 in respect of any acts or omissions of the *Contractor*, and the *Contractor's* employees, agents or sub-*Contractors*, to the extent permitted by the Occupational Health and Safety Act no 85 of 1993.
 - The *Contractor* shall provide a health and safety plan based on the *Employer's* Safety, Health and Environmental Specification, 14RISK SRM-084.
 - All persons entering the Site shall undergo the *Employer's* safety induction course.

2.4 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in the Works Information.

- a) Refer to **474-12770 technical specification for the design supply and installation of LP heaters no. 4 at Kriel Power Station.**
- b) The *Contractor* complies to ISO 14001 on environmental management. **The environmental policy for Kriel Power Station is set out below:**

"We are committed to sustainable development and will actively work to reduce the impact on the natural environment resulting from the power generation process. We commit to continual improvement in our performance and aspire to minimum harm to people and the environment".

c) **Whenever we conduct our business, we will:**

- i. Develop, implement and maintain an environmental management system that is consistent with internationally recognised standards. Effectively and efficiently manage the natural resources required to generate electrical power. Comply with the requirements of environmental legislation and adhere to *The Employer's* corporate policies and procedures on environmental management;
- ii. Set and achieve targets that include preventing pollution, to address our environmental aspects and impacts.
- iii. Develop our people and provide resources to meet our targets.
- iv. Communicate and engage with our employees, clients, regulatory authorities and *Contractors* to build relationships based on integrity, honesty, openness and involvement to meet the requirements of this policy.
- v. Increase environmental sensitivity and awareness among station management, employees and the community and achieve active involvement of all parties, with respect to environmental matters.
- vi. Promote Kriel Power Station and Eskom as environmentally responsible organisations to outside parties.

- vii. We will review and report our progress regularly and ensure this policy remains relevant to the needs of our stakeholders. We will be satisfied when we achieve our targets toward minimum harm to people and the environment and are valued by our clients and the communities in which we work.

- The working area shall be kept clean daily as the work progresses.
- The Old material that are removed from the plant shall be barricaded as the work progresses and be remove from the plant and disposed by the contractor at the designated area identified by the employer.

2.5 Quality assurance requirements (Quality officer – by Mike)

Quality Assurance

For quality assurance, please refer to section 4.6.1 "Quality Assurance" in **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**
Quality Control and Inspection

For quality control and inspection, refer to 4.6.2 "Quality control and inspection" in **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**

2.6 Programming constraints

- a) The *Contractor* submits a first programme to the *Project Manager* for acceptance within the period stated in the Contract Data.
- b) This programme complies with CLAUSE 31.2

- **The Accepted Program:**

- a) Is represented by a recognised planning system which both complies with NWP 5227. Documentation for Project Programming and Contract Progress Monitoring and is submitted to the *Project Manager* for his acceptance.
- b) Indicates the activities of the *Contractor*, its *sub-Contractors*, and the interfaces between itself, its *sub-Contractors* and others as listed in Section 6.10.1.1

2.7 Contractor's management, supervision and key people

- All communications and instructions shall be done via Project manager or Project Supervisor during execution.
- **Restrictions Applicable to the Contractor**
- Details of other Contractor working around the area shall be communicated during outage meetings or technical meetings.
- The *Contractor* could be interfacing with the following *Contractors*.

- a. **Scaffolding Contractor**

- Scaffolding requirements should be requested at least 3 days in advance through the Eskom PM and Project Supervisor.

- b. **Recruitment outside security office**

- Recruitment outside the security office or on any local ESKOM property is not allowed. Local privately owned recruitment offices to be utilised.

2.8 Invoicing and payment

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

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd and include on each invoice the following information:

- Name and address of the *Contractor* and the *Project Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Purchase order number
- GR Number
- Contractor shall invoice after approval of Assessment, Payment, certificate, and GR.

2.9 Insurance provided by the *Employer*

As stated in Contra Data by the Employer Z13.2

2.10 Contract change management

- Compensation event will only be considered if discussed and approved by the Project Manager, by issuing an instruction to the contract to execute any deviation to the scope of work.
- The contractor should keep all the contract records related to payments for the duration of the contract for audit purposes.

2.11 Provision of bonds and guarantees

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

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

Not applicable to this contract

- The contractor should keep all the contract records related to payments for the duration of the contract for audit purposes.

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

- The contractor should keep all the contract records related to payments for the duration of the contract for audit purposes.

2.13 Training workshops and technology transfer

- The contractor will hand over the plant to Eskom on completion of the project.

- Engineering and the *Contractor's* design.

2.14 Employer's design

- a) The Contractor is responsible for the design of the new heaters in compliance with design codes and the requirements of specification as stipulated in the attached document **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**

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

- For detailed scope of work refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**

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

- For detailed scope of work, documentation, design code and procedure to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**

2.17 Other requirements of the *Contractor's* design

- For all user requirements refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**

2.18 Use of *Contractor's* design

- N/A

2.19 Design of Equipment

- N/A

2.20 Equipment required to be included in the *works*

The contractor shall supply the following:

- a) **Scaffolding**
 - Scaffolding will be supplied by the scaffolding Contractor. Safety harnesses and all necessary PPE must be always worn.
 - A scaffolding safety certificate must be issued before scaffolding can be used.

Site De-establishment

- The Contractor shall clean and clear the site to the original conditions.
- The Contractor shall remove and dispose waste generated to the designated disposal site.

Commissioning and Test

- The Contractor is responsible for the initial commissioning plan of the newly replaced LP Heaters. Commissioning and tests shall be conducted in the presence of the Project Supervisor, Project Manager, System Engineer, Maintenance Personnel and Operating Personnel.
- All tests only to commence once safety clearance has been done and the plant is found safe to operate.

2.21 As-built drawings, operating manuals and maintenance schedules

- For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**. Please note the documents listed in the technical specification are minimum requirements and the Employer may request more documents as they see fit.

3 Procurement

3.1 People

3.1.1 Minimum requirements of people employed on the Site

Refer to works information requirements.

3.1.2 BBBEE and preferencing scheme

A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate

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

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 SDL&I Compliance Schedule.

3.2 Subcontracting

3.2.1 Preferred subcontractors

Refer to SDL&I Requirements

3.2.2 Subcontract documentation, and assessment of subcontract tenders

Refer to SDL&I Requirements

3.2.3 Limitations on subcontracting

Refer to SDL&I Requirements

3.2.4 Attendance on subcontractors

Refer to SDL&I Requirements

3.3 Plant and Materials

3.3.1 Quality

Refer to 2.5 Quality Assurance requirements.

3.3.2 Plant & Materials provided "free issue" by the *Employer*

- The employer will not provide any free issue of material to the contractor.
- The employer shall provide ablution facilities, water and source of electricity but the contractor to provide his own DB Box and connect to the site office.
- There are skip bins for different materials that can be used by the contractor onsite.

3.3.3 *Contractor's* procurement of Plant and Materials

- a) The *Contractor* will do all procurement of materials required to execute the service according to own procurement processes.
- b) All materials purchased by the *Contractor* to be installed to Affected Property will be kept and preserved according to the storage relevant specification.

3.3.4 Spares and consumables

- The contractor shall provide all material required to execute this project for the start to finish.

3.4 Tests and inspections before delivery

- For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.
- The contractor shall provide all consumables material required to execute this project for the start to finish.
- The contractor shall provide the spares list that will be required to maintain the plant after takeover. (Will form part of the data pack.)

3.5 Marking Plant and Materials outside the Working Areas

- For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

3.6 *Contractor's* Equipment (including temporary works).

- For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

3.7 Cataloguing requirements by the contractor

- For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4 Construction

4.1 Temporary works, Site services & construction constraints

4.1.1 *Employer's* Site entry and security control, permits, and Site regulations

- a) The *Contractor* provides the necessary resources to carry out the service as stated in the Scope of work.
- b) The *Contractor* provides everything to carry out the Service Information of this contract unless where otherwise stated in this Service Agreement.

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

- a) The *Contractor* shall have only one car on site.
- b) The *Contractor's* employees shall strictly use pedestrian crossing.
- c) The *Contractor's* employees shall always wear full PPE inside the plant.
- d) Texting while walking in the plant or at the power station is prohibited.
- e) The *Contractor* shall not take pictures in the plant.
- f) No stacking of old material e.g. pipes or valves, for more than 2 days it must be solid barricaded and be disposed on every third day to enhance good housekeeping.

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

- a) All delivery of material to site must happen during normal working hours for 7h00 to 15h30.
- b) All material supplied by the contractor shall be QC Inspected by the Eskom Representative of Inspector or the System Engineer.

4.1.4 Health and safety facilities on Site

- a) The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer's Medical Centre and facilities are available.
- b) Outside the *Employer's* office hours, the Employer's First Aid Services are only available for serious injuries and life-threatening situations.
- c) The *Employer* is entitled, however, to recover the costs incurred, in the use of the above Employer's facilities, from the *Contractor*.

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

Refer to 2.4 Environmental constraints and management.

4.1.6 Title to materials from demolition and excavation

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4.1.7 Cooperating with and obtaining acceptance of Others

- a) The *Contractor* cooperates with the personnel during the service delivery.
- b) The *Contractor* cooperates with the *Employer's* team during site visits and in ensuring that the service is delivered in accordance to all requirements.

4.1.8 Publicity and progress photographs

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4.1.9 Contractor's Equipment

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4.1.10 Equipment provided by the Employer

The *Employer* shall provide loading and off-loading Equipment when required by the *Contractor*.

- a) Forklift
- b) Overheads crane

4.1.11 Site services and facilities

The *Employer* will provide in the way of water, waste disposal, ablutions, fire protection and lighting (etc) on the Affected Property. Power will be provided by the *Employer* the *Contractor* needs to ensure his own cabling, connections, DB Boards and CoC certificates of installations and connections.

a) Refuse Disposal

- i) The *Employer* provides special colour coded bins for refuse disposal. These bins are emptied by the *Employer* free of charge.
- ii) The *Contractor* ensures that all workers under his control strictly adhere to the correct use of refuse bins as stated in the Plant.

b) Supply of Electricity

- i) *Employer* will make available to the *Contractor* 220/230-volt electrical supply free of charge from the closest existing point of supply.
- ii) The *Contractor* is to make provision for the necessary extensions and plug points.
- iii) All Electrical boards must be inspected and tested before connecting to a power supply and then a CoC must be issued by the *Contractor*.
- iv) The *Contractor* will adhere to the Electrical Installation Regulations of 1992

c) Medical Facilities

- i) The *Contractor* provides a First Aid service to his employees and subcontractor. In the case where these prove to be inadequate, like in the event of a serious injury, the *Employer's* Medical Centre and facilities are available.
- ii) Outside the *Employer's* office hours, the *Employer's* First Aid Services are only available for serious injuries and life-threatening situations.
- iii) The *Employer* is entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

d) Toilet Facilities

- i) The *Employer* provides the *Contractor* access to toilet facilities.
- ii) Temporary chemical toilets are provided by the *Contractor* where deemed necessary.

4.1.12 Facilities provided by the Contractor**a) Site offices**

- i) The *Contractor* shall provide, for his own use adequate size offices.
- ii) A cleaning service must also be provided.
- iii) Domestic rubbish will be removed free of charge.

- iv) The *Contractor* shall dismantle and clear off site all such infrastructure at the discretion of the *Service Manager* on completion of the contract.
- v) No such dismantling and clearance work shall be carried out without prior approval by the *Service Manager*.
- vi) Any electrical equipment or appliances used by the *Contractor* shall conform to the applicable South African Safety standards and Kriel standard PSR 010, and shall be maintained in safe and proper working condition.
- vii) The *Employer* shall have the right to stop the *Contractor's* use of any electrical equipment or appliance, which in the *Employer's* opinion does not conform to the foregoing.

b) Site Location

- i) The boundary of the site is within the Power Station boundary fences.
- ii) The *Contractor* is to mark the boundaries of his site clearly.
- iii) The *Contractor* is to ensure that all his material and equipment is always within the boundaries of his site.
- iv) A site for the *Contractor* will be provided if needed. (The exact position will be determined on site).
- v) The *Contractor* will ensure further treatment of the yard area to keep all neat and tidy at all times.
- vi) The *Contractor* shall also include for such items as security, watch and access arrangements to his yard area.
- vii) The *Contractor* shall not occupy any site area other than that located to him.
- viii) On completion of the service on Site, all areas allocated to the *Contractor* shall be re-instated to their former condition to the satisfaction of *Employer*

c) Contractor's site requirements

- i) The *Contractor* supplies, installs, properly maintains and removes all temporary construction facilities and utilities necessary for the complete performance of the service.
- ii) The *Contractor's* yard should adhere to sound housekeeping, failing with this the *Employer* may use another *Contractor* to clean up the *Contractor's* yard. These costs will be carried by the *Contractor*.
- iii) Any damage to installed lighting is repaired at the *Contractor's* expense.
- iv) The reticulation of electricity, water and any other services required by the *Contractor* from a supplied central distribution point.
- v) Hazardous Substances to be contained as per Eskom requirements. Transportation on and off site
- vi) Telephone connections may be available and the *Contractor* applies via the *Services Manager* for a connection. Connection fees and calls are for the *Contractor's* account.
- vii) Compressed air and gases
- viii) Maintenance of lay-down and storage areas
- ix) Electric panels and distribution wiring for erection and within *Contractor's* yard
- x) Security of *Contractor's* yard
- xi) Temporary lighting to ensure safe working conditions.

d) Accommodation

- i) The provision of accommodation for *Contractor's* personnel is the responsibility of the *Contractor*.
- ii) The *Contractor* or any of his employees or subcontractors is not allowed to use the *Employer's* dining facilities.
- iii) The shop next to the main office building may be utilized by the *Contractors*.

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

Not applicable to this contract

4.1.14 Survey control and setting out of the works

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4.1.15 Excavations and associated water control

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

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

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4.1.17 Control of noise, dust, water and waste

- All necessary and relevant PPE shall be used at all times when entering site.
- Risk assessments shall be completed before commencing with any task to be current at all times.

4.1.18 Sequences of construction or installation

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4.1.19 Giving notice of work to be covered up

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4.1.20 Hook ups to existing works

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4.2 Completion, testing, commissioning and correction of Defects

4.2.1 Work to be done by the Completion Date

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the works and Others from doing their work.

	Item of work	To be completed by
	As built drawings of	Within days after Completion

	Performance testing of the <i>works</i> in use as specified in paragraph _____ of this Works Information.	See performance testing requirements.

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

For detailed documentation refer to ***474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf***.

4.2.3 Materials facilities and samples for tests and inspections

For detailed documentation refer to ***474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf***.

4.2.4 Commissioning

For detailed documentation refer to ***474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf***.

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

For detailed documentation refer to ***474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf***.

4.2.6 Take over procedures

For detailed documentation refer to ***474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf***.

4.2.7 Access given by the *Employer* for correction of Defects

For detailed documentation refer to ***474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf***.

4.2.8 Performance tests after Completion

For detailed documentation refer to ***474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf***.

4.2.9 Training and technology transfer

For detailed documentation refer to ***474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf***.

4.2.10 Operational maintenance after Completion

The For detailed documentation refer to ***474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf***.

4.3 Investigation, survey and Site clearance

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4.4 Building works

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4.5 Civil engineering and structural works

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4.6 Electrical & mechanical engineering works

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4.7 Process control and IT works

For detailed documentation refer to **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**.

4.8 Other [as required]

5 List of drawings

5.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

For a list of drawings which will be provided by Eskom, refer to section 2.2.1 "Normative references" in **474-12770 Kriel LP Heaters 4 Replacement Technical Specification (Rev 1).pdf**

C3.2 CONTRACTOR'S WORKS INFORMATION

This section of the Works Information will always be contract specific depending on the nature of the *works*. It is most likely to be required for design and construct contracts where the tendering contractor will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the *Employer* prior to award of contract now become obligations of the *Contractor* per core clause 20.1.

Typical sub headings could be

- a) *Contractor's* design
- b) Plant and Materials specifications and schedules
- c) Other

This section could also be compiled as a separate file.

PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4	This cover page	1
	Site Information	3
	Total number of pages	4

PART 4: SITE INFORMATION

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

General

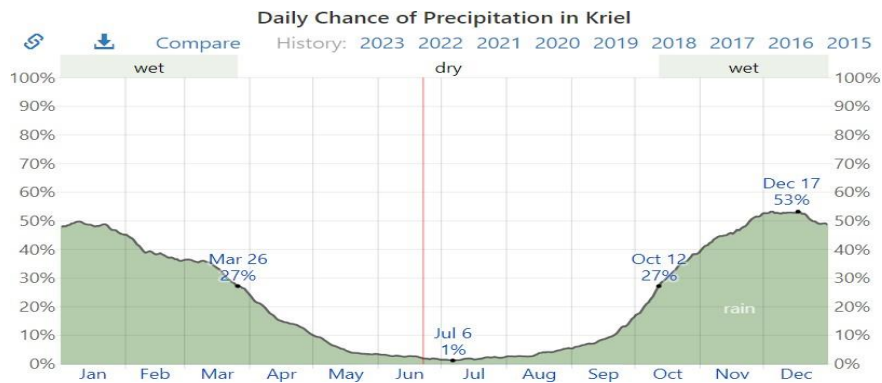
The Kriel Power Station is situated approximately halfway between Bethal and Ogies on the R545, being just over 30 km from each town and 10 km north-west of Kriel town.

Climate

Precipitation

In Kriel, the summers are long, warm, and partly cloudy and the winters are short, cold, dry, and clear. The wetter season lasts 5.4 months, from October 12 to March 26, with a greater than 27% chance of a given day being a wet day. The month with the most wet days in Kriel is December, with an average of 16.0 days.

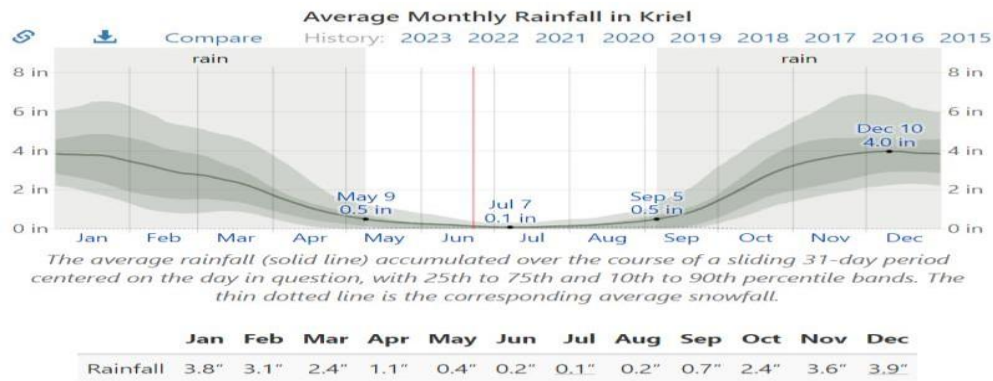
The drier season lasts 6.6 months, from March 26 to October 12. The month with the fewest wet days in Kriel is July, with an average of 0.6 days



Rainfall

Kriel experiences significant seasonal variation in monthly rainfall.

The rainy period of the year lasts for 8.1 months, from September 5 to May 9. The month with the most rain in Kriel is December. The rainless period of the year lasts for 3.9 months, from May 9 to September 5. The month with the least rain in Kriel is July.



Wind

The average hourly wind speed in Kriel experiences significant seasonal variation over the course of the year.

The windier part of the year lasts for 4.0 months, from July 27 to November 26. The windiest month of the year in Kriel is September

The calmer time of year lasts for 8.0 months, from November 26 to July 27. The calmest month of the year in Kriel is March, with an average hourly wind speed of 6.7 miles per hour

Weather Data

- The assumed 1 in 10 year rainfall figures are:

Month	Cumulative rain (mm)	No of days with rainfall > 10mm
January	200	6
February	150	6
March	120	5
April	110	4
May	40	3
June	20	2
July	30	2
August	30	2
September	60	3
October	140	6
November	160	7
December	170	6

Relative Humidity

The average relative humidity on an annual base are as follows:

08:00 = 80%

14:00 = 52%

20:00 = 73%

(Source: Weather Spark, average records 2015 - 2023)

Topography

The surface topography of the Kriel area is typical of the Mpumalanga Highveld consisting in the main of a gently undulating plateau. The flood plains of the local streams are at an average elevation of ± 1540 meters above mean sea level and drainage generally is a northerly direction.

Air Quality

The existing and potential sources of air pollution in Kriel area are the following:

- Kriel Power Station stack emissions
- Kriel Power Station dry dust (fly ash) handling plant
- Dust blow from the Eskom coal stock yard
- Dust blow from the roads in the area
- Seasonal dust blow caused by ploughing of farmlands, and dust blow off denuded fields
- Dust blow from dried out exposed surfaces of the wet ash dam.

However, Eskom utilises the majority of the top surface of the ash dam as an evaporation pan for polluted water, which means that the exposed surface is constantly wet. The sides of the ash dam have largely been rehabilitated, with the result that dust blow from the ash dam.

1. Access limitations

The works is to be executed in both open and closed trenches. Therefore there's limitations in terms of access hence a detailed risk assessment with mitigations is required. The contractor is also required to provide a method statement outlining the approach to execute the Works.

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

In the trenches there's water and sludge.

3. Hidden and other services within the site

N/A

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

N/A

C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X5: Sectional Completion
		X7: Delay damages
		X15: Limitation of Contractor's liability for design to reasonable skill and care
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
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	The <i>Project Manager</i> is: (Name)	Ethel Simelane
	Address	Kriel Power Station
	Tel	017 615 2542
	Fax	N/A
	e-mail	ethel.simelane@eskom.co.za

10.1	The <i>Supervisor</i> is: (Name)	TBC	
	Address	Kriel Power Station	
	Tel No.	017 615 2000	
	Fax No.	N/A	
	e-mail	@eskom.co.za	
11.2(13)	The <i>works</i> are	The Procurement and Installation Of 3 x LP Heaters no. 4	
11.2(14)	The following matters will be included in the Risk Register	- Storage of the LP Heaters - Plant Access - Outage opportunities - Interface and unit Return to Service - Riffing of the LP heaters - Work Stoppages sessions - Community Unrest and Labour strike	
11.2(15)	The <i>boundaries of the site</i> are	Kriel Power Station Units	
11.2(16)	The Site Information is in	Part 4: Site Information	
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Three (3) days	
2	The <i>Contractor's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	31 December 2028	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met 1 Program 2 Design submission for review and approval 3 Sectional Installation to be in line with the GO's at the station up to completion	key date Within two weeks of contract award Within Eight weeks of contract award Within four weeks of contract award
30.1	The <i>access dates</i> are:	Part of the Site	Date

		1	Access to site	Immediately after contract ward
		2	All Safety file requirements including police clearance of the employees	Within the one week of contract award
		3	Site Establishment	Within two weeks of contract award
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two weeks of the Contract Date.		
31.2	The <i>starting date</i> is	Contract signature date (date of the last party signing the contract)		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	One (1) week		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	If the defects are more than 50%		
4	Testing and Defects			
42.2	The <i>defects date</i> is	52 weeks after commissioning for each unit.		
43.2	The <i>defect correction period</i> is	One (1) week		
	except that the <i>defect correction period</i> for	Each unit is one (1) day during execution		
	and the <i>defect correction period</i> for	One (1) week		
5	Payment			
50.1	The <i>assessment interval</i> is	on the 25th day of each successive month.		
51.1	The <i>currency of this contract</i> is the	South African Rand.		
51.2	The period within which payments are made is	30 Days after successful claim		
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption “Money Rates” in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money		

Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6 Compensation events

60.1(13)	The place where weather is to be recorded is: The <i>weather measurements</i> to be recorded for each calendar month are, The <i>weather measurements</i> are supplied by The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: and which are available from:	Areas surrounding Kriel Town; these include Kriel Power Station, Matla Power Station, Rietspruit, adjacent farm areas, etc. Temp – Average monthly Temperatures in degrees. Number of days with min air temp will also be recorded. Pressure – Average atmospheric pressure is the weight of the atmosphere overhead measured in Millibars. Rainfall – cumulative monthly rainfall in millimetres (sum). The number of days with rain more than 10mm will be recorded. Wind – Average monthly wind speed measured by metre per second (m/s). RH (%) - Ratio of the partial pressure of water vapour to the equilibrium vapour pressure of water at a given temperature (average %). and these measurements: Eskom Research, Testing and Development (RT&D) Kriel village monitoring site which is located ±7.8km east of Kriel Power Station and is about 12km east-north-east of Matla Power Station respectively. It is situated centrally in the Kriel Town, on Eskom property at co-ordinates - 26.251193, 29.256426 RT&D and included in Annexure A to this Contract Data provided by the <i>Employer</i>
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60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	As stated in Annexure A to this Contract Data provided by the <i>Employer</i>. Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.
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7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
---	--------------	---

8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	Not applicable
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9	Termination	There is no reference to Contract Data in this
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section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

10 Data for main Option clause

B Priced contract with bill of quantities

60.6 The *method of measurement* is as stated in Part C2.1, Pricing Assumptions.

11 Data for Option W1

W1.1 The *Adjudicator* is the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).

Address To be known once the dispute arises

Tel No. To be known once the dispute arises

Fax No. To be known once the dispute arises

e-mail To be known once the dispute arises

W1.2(3) The *Adjudicator nominating body* is: the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.

W1.4(2) The *tribunal* is: arbitration.

W1.4(5) The *arbitration procedure* is the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.

The place where arbitration is to be held is Johannesburg South Africa

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1(a) The *base date* for indices is Month prior the starting date of the contract

X1.1(c) The proportions used to calculate the Price Adjustment Factor are:

proport	linked to index for	Index prepared

		ion		by
		0.65	Labour Table C-3	SEIFSA
		0.20	Transport Table 1(A)	SEIFSA
		0.15	non-adjustable	
	Total	1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	<i>Section</i>	Description	<i>Completion date</i>
		1	Design submission within 2 months	30 April 2025
		2	Procurement and delivery of LP Heaters	31 March 2026
		3	1 st Installation	GO U3 in Sep 2025
		4	2 nd Installation	GO U1 in Mar 2026
		5	3 rd Installation	GO U6 in Apr 2027
X5 & X7	Sectional Completion and delay damages used together.			
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	<i>section</i>	Description	Amount per day
		1	Design submission within 2 months	2.5%
		2	Procurement and delivery of LP Heaters	2.5%
		3	1 st Installation	2.5%
		4	2 nd Installation	2.5%
		5	3 rd Installation	2.5%
	Remainder of the <i>works</i>			
	The total delay damages payable by the <i>Contractor</i> does not exceed:		15% of the contract value	
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill & care			
X16	Retention (not used with Option F)			

X16.1	The <i>retention free amount</i> is	90%
	The <i>retention percentage</i> is	10% per invoice
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the deductibles relevant to the event does not <u>exceed the contract value</u>
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not

		excluded) plus the applicable deductible as at contract date.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	(i) 5 years after the <i>defects date</i> for latent Defects and (ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter. A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z15 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Project Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z3.4 Failure by the *Contractor* to notify the *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 P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *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.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 Health, safety and the environment: Add to core clause 27.4

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *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.
- Z6.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *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 core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete from the last sentence in core clause 61.3, "unless the *Project Manager* should have notified the event to the *Contractor* but did not".

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is

limited to R0.00 (zero Rand)

Z9.2 The *Contractor's* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer's* liability under the indemnity is limited.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

Z10.1 or had a business rescue order granted against it.

Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z11.1 If the amount due for the *Contractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Contractor's* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Z12 Ethics

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

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

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

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

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

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

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

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

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

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *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.

Z12.3 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.

Z12.4 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.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

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

84.2 The *Contractor* provides the insurances stated in the Insurance Table A.

84.3 The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the works, Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u><i>Employer's</i> property</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance <u>Other property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out	The amount required by the applicable law

of and in the course of their
employment in connection with this
contract

law

Z 13.2

Replace core clause 87 with the following:

The *Employer* provides the insurances 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

Z14 Nuclear Liability

- Z14.1 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.
- Z14.2 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*.
- Z14.3 Subject to clause Z14.4 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*.
- Z14.4 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.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z15.1 The *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.

Z15.2 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 Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

- Z15.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Annexure A: One-in-ten-year-return *weather data* obtained from SA Weather Bureau for Kriel

If any one of these *weather measurements* recorded within a calendar month, before the Completion Date for the whole of the *works* and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the *Contractor* may notify a compensation event.

	Weather measurement				
Month	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	102	6	21	0	3.5
February	86	6	20	0	3
March	20	1	20	0	2
April	112	4	16	0	1.7
May	0	0	12	1	1.3
June	0	0	10	5	1.3
July	0	0	8	5	1.6
August	0	0	14	1	2.1
September	28	1	15	1	2.1
October	15	0	20	0	2.8
November	113	3	21	0	2.9
December	255	7	18	0	2.5

Relative Humidity

The average relative humidity on an annual base are as follows:

08:00 = 80%

14:00 = 52%

20:00 = 73%

Only the difference between the more adverse recorded weather and the equivalent measurement given above is taken into account in assessing a compensation event.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional. If not required select and delete the whole row, otherwise insert the required Data.]

Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)¹ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 (April 2013) Guidance Notes.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see www.ecs.co.za

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled _____.	
11.2(3)	The <i>completion date</i> for the whole of the works is		
11.2(14)	The following matters will be included in the Risk Register		
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:		
31.1	The programme identified in the Contract Data is		
A	Priced contract with activity schedule		
11.2(20)	The <i>activity schedule</i> is in		
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
B	Priced contract with bill of quantities		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
C	Target contract with activity schedule		
11.2(20)	The <i>activity schedule</i> is in		
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
D	Target contract with bill of quantities		
11.2(21)	The <i>bill of quantities</i> is in		
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
F	Management contract		
20.2	Work which the <i>Contractor's</i> will do himself is	Activity	price (lump sum or rate)
	Data for Schedules of Cost Components	Note "SCC" means Schedule of Cost Components starting on page 60, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).	

A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is	Minus %		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates. Please insert another schedule if foreign resources may also be used	Category of employee	Hourly rate	
62 in SSCC	The percentage for design overheads is			
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			
	If Option C, D or E is used	Data for Schedule of Cost Components		
23 in SCC	The listed items of Equipment purchased for work on this contract, with an on cost charge, are:	Equipment	Time related charge	Per (time period)
24 in SCC	The rates of special Equipment are:	Equipment	Size or capacity	Rate

44 in SCC	The percentage for Working Areas overheads is:	: %		
51 in SCC	The hourly rates for Defined Cost of manufacture or fabrication outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates Please insert another schedule if foreign resources may also be used	Category of employee	Hourly rate	
52 in SCC	The percentage for manufacture and fabrication overheads is			
	If Option C, D, or E is used	Data for both schedules of cost components		
61 in SCC & SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates. Please insert another schedule if foreign resources may also be used	Category of employee	Hourly rate	
62 in SCC & SSCC	The percentage for design overheads is			
63 in SCC & SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the works and Equipment done outside the Working Areas are:			
	If Option C, D or E is used	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is	%		

22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate