



NEC3 Engineering & Construction Contract

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

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

for **DESIGN, SUPPLY, INSTALL AND COMMISSIONING OF
DUVHA ELECTRIC COMPRESSORS, DRYERS AND PLC**

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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:

DESIGN, SUPPLY, INSTALL AND COMMISSIONING OF DUVHA ELECTRIC COMPRESSORS, DRYERS AND PLC

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 A	The offered total of the Prices exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15,50% 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**

Name & signature of witness _____
(Insert name and address of organisation)
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	[•]	[•]

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

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

(Insert name and address of organisation)

Name & signature of witness _____

Date _____

C1.2 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	<p>General</p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p> <ul style="list-style-type: none"> • dispute resolution Option and secondary Options 	<p>A: Priced contract with activity schedule</p> <p>W1: Dispute resolution procedure</p> <p>X2 Changes in the law</p> <p>X5: Sectional Completion</p> <p>X7: Delay damages</p> <p>X15: Limitation of Contractor's liability for design to reasonable skill and care</p> <p>X16: Retention</p> <p>X17: Low performance damages</p> <p>X18: Limitation of liability</p> <p>Z: Additional conditions of contract</p>
	<p>of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)</p>	
10.1	<p>The <i>Employer</i> is (Name):</p> <p>Address</p>	<p>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</p> <p>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</p>
10.1	<p>The <i>Project Manager</i> is: (Name)</p> <p>Address</p> <p>Tel</p>	<p>Nokwazi Base</p> <p>Duvha Power Station PO Box 2199 Witbank 1035</p> <p>+2713 690 0310</p>

	Fax	N/A
	e-mail	BaseN@eskom.co.za
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	
	Tel No.	
	Fax No.	
	e-mail	
11.2(13)	The <i>works</i> are	DESIGN, SUPPLY, INSTALL AND COMMISSIONING OF DUVHA ELECTRIC COMPRESSORS, DRYERS AND PLC
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Scope change during execution. 2. Muscles constrain due to handling of heavy equipment. 3. Slippery due to wet floor. 4. Loss of material during execution e.g. contractors' material etc. 5. Damage of existing infrastructure during execution. 6. Availability of an AP (Appointed Person) /RP (Responsible Person) Safety risk.
11.2(15)	The <i>boundaries of the site</i> are	Duvha Power Station PLC Services.
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	3 (three) days
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the Contractor 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 July 2027 (Subject to change)
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met key date

		1	Kick off meeting	3 days after contract awarded.
		2	Safety file approval	7 days after contract awarded.
		3	Site Establishment.	7 days after safety file approval.
		4	Pre-Design approval.	As per the accepted program and approved milestone.
		5	Final detail design approval.	As per the accepted program and approved milestone.
		6	QCP, Program & Methodology.	7 days after final detail design approval.
		7	Procuring/ Fabrication of material.	5 days after final detail design approval.
		8	Program revision.	A revised program required every 4th week of the month.
		9	Execution as per the scope.	As per the accepted program and approved milestone.
		10	Testing and commissioning	As per the accepted program and approved milestone.
		11	De-establishment and handover	

30.1	The <i>access dates</i> are:	Part of the Site	Date
		1 Duvha Power Station (WTP)	After safety file approval and issuing of access certificate by PM.
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	1 (one) weeks of the Contract Date.	
31.2	The <i>starting date</i> is	01 August 2026 or as soon as possible	
32.2	The <i>Contractor</i> submits revised	3rd (three) weeks.	

programmes at intervals no longer than

35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	[No data needed if this statement is included]
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4 Testing and Defects

42.2	The <i>defects date</i> is	52 weeks after completion of the whole of the works.
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43.2	The <i>defect correction period</i> is	4 (Four) weeks
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5 Payment

50.1	The <i>assessment interval</i> is	between the 21-25 day of each successive month.
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51.1	The <i>currency of this contract</i> is the	South African Rand.
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51.2	The period within which payments are made is	4 (four) weeks.
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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
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(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
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recorded is:

Witbank

The *weather measurements* to be recorded for each calendar month are,

the cumulative rainfall (mm)

the number of days with rainfall more than 10 mm

the number of days with minimum air temperature less than 0 degrees Celsius

the number of days with snow lying at 09:00 hours South African Time

and these measurements:

The *weather measurements* are supplied by

Duvha Power Station

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

Witbank

and which are available from:

the South African Weather Bureau and included in Annexure A to this Contract Data provided by the *Employer*

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.
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	
9	Termination	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.
10	Data for main Option clause	
A	Priced contract with activity schedule	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
11	Data for Option W1	

W1.1	The <i>Adjudicator</i> is	<p>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).</p> <p>Address [•]</p> <p>Tel No. [•]</p> <p>Fax No. [•]</p> <p>e-mail [•]</p>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<p>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.</p>
W1.4(2)	The <i>tribunal</i> is:	<p>arbitration.</p>
W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <ul style="list-style-type: none"> - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is 	<p>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</p> <p>Witbank South Africa</p> <p>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</p>
12	Data for secondary Option clauses	
X2	Changes in the law	<p>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</p>
X5	Sectional Completion	

X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date
		1	Finalise QCP and methodology	As per accepted programme
		2	Detail Design submission	As per accepted programme
		3	Procuring and delivery of material	As per accepted programme
		4	Execution Phase	As per accepted programme
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:	section	Description	Amount per day
		1	Finalise QCP and methodology	R 1 500.00 per day up to limit of 10% of the contact value
		2	Detail Design submission	R 5 000 per day up to limit of 10% of the contact value
		3	Procuring of material	R5 000 per day up to limit of 10% of the contact value
		4	Execution Phase	R2 500 per day up to limit of 10% of the contact value
	Remainder of the <i>works</i>			R1 000 per day up to limit of 10% of the contact value
	The total delay damages payable by the <i>Contractor</i> does not exceed:	0.10% of the total contract value per week limited to 10% of the contract value.		
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill & care	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X16	Retention (not used with Option F)			

	The <i>retention percentage</i> is	10% of the contract value amount	
X17	Low performance damages		
X17.1	The amounts for low performance damages are:	Amount	Performance level
		R300,000	for Failure to achieve specified Dew Point (-40°C) in any dryer unit for more than 48 continuous hours
		R150,000	for Failure to maintain required air pressure (≥700 kPa) at compressor discharge for more than 24 continuous hours
		R100,000	for LC/Control system downtime exceeds allowable 4 hours in a 30 day period
		R75,000	for Unplanned plant trips due to dryer fault exceeding 2 events per month
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	
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 <ul style="list-style-type: none"> 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 works, 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) 1(one) 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 *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 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 <i>works</i> , 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
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the <i>works</i> , 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>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 <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 of and in the course of their employment in connection with this contract	The amount required by the applicable 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 limit 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 [weather station]

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.

Month	Weather measurement				Month
	Average Rainfall (mm)	Average Number of days with rainfall	Absolute High [Low] temperature (C)	Average midday High [Low] temperature (C)	
January	138	11	34 [5]	25 [13]	January
February	89	7	34 [8]	25 [13]	February
March	75	7	33 [5]	24 [12]	March
April	52	5	29 [1]	23 [10]	April
May	9	2	26 [-6]	20 [6]	May
June	23	2	24 [-3]	18 [4]	June
July	6	1	25 [-5]	18 [3]	July
August	11	2	28 [-6]	21 [5]	August
September	25	3	31 [-2]	24 [8]	September
October	96	8	33 [0]	25 [10]	October
November	120	10	33 [-2]	25 [11]	November
December	159	10	31 [0]	25 [13]	December

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

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:	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 <i>works</i> 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) 11.2(30)	The <i>activity schedule</i> is in The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	Data for Schedules of Cost Components	<i>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).</i>		
A	Priced contract with activity schedule	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:	
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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

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 *activity schedule* 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.

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.

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*.

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

PROVISION BILL OF QUANTITIES FOR THE ELECTRICAL DRYER AND PLC					
Item no	Description	Unit	Qty	Rate	Amount
	Preliminaries and Generals				
1	Fixed Charge Items				
1.1	Site establishment	sum	1		
1.2	Site de-establishment	sum	1		
1.3	SHEQ requirement	sum	1		
1.5	Chainage and rigging	sum	1		
2	Time related Items				
2.1	Workshop, Offices and Storage sheds	Sum	12		
2.2	Living Out Allowance	Sum	12		
2.3	Ablution and latrine facilities.	Sum	12		
2.4	Tools and equipment.	Sum	12		
2.5	SHEQ Personnel (Safety, Quality & Environmental)	Sum	12		
2.6	Supervision for duration of construction.	Sum	12		
2.7	Contract Manager				
2.8	Staff Transportation (Rate per KM)	km	4200		
	Technical Team (Mechanical, C&I and Civil)				
2.9	Technicians	Sum	12		
2.10	Artisan	Sum	12		
2.11	Engineer	Sum	12		
3	Electric Dryers				
3.1	Design, Manufacture, supply, installation and commissioning of compressor heated Blower Purge as per the Specification	No	4		
3.2	Design, Manufacture, supply, installation and commissioning of compressor heatless desiccant dryer as per the Specification	No	4		
4	PLC Hardware and Software				
4.1	Manufacture, supply, installation and commissioning of the required specification for the integration of the PLC software	Sum	1		

5	Training of Duvha personnel				
5.1	Online Training/person/day - Operation & Maintenance	days	3		
5.2	Supply of OEM manuals (including soft copies)	sum	1		
	Grand Total				

Name& Surname

Signature

Date

PART 3: SCOPE OF WORK

Refer to the attached APPENDIX B (Technical Specification)

PART 4: SITE INFORMATION

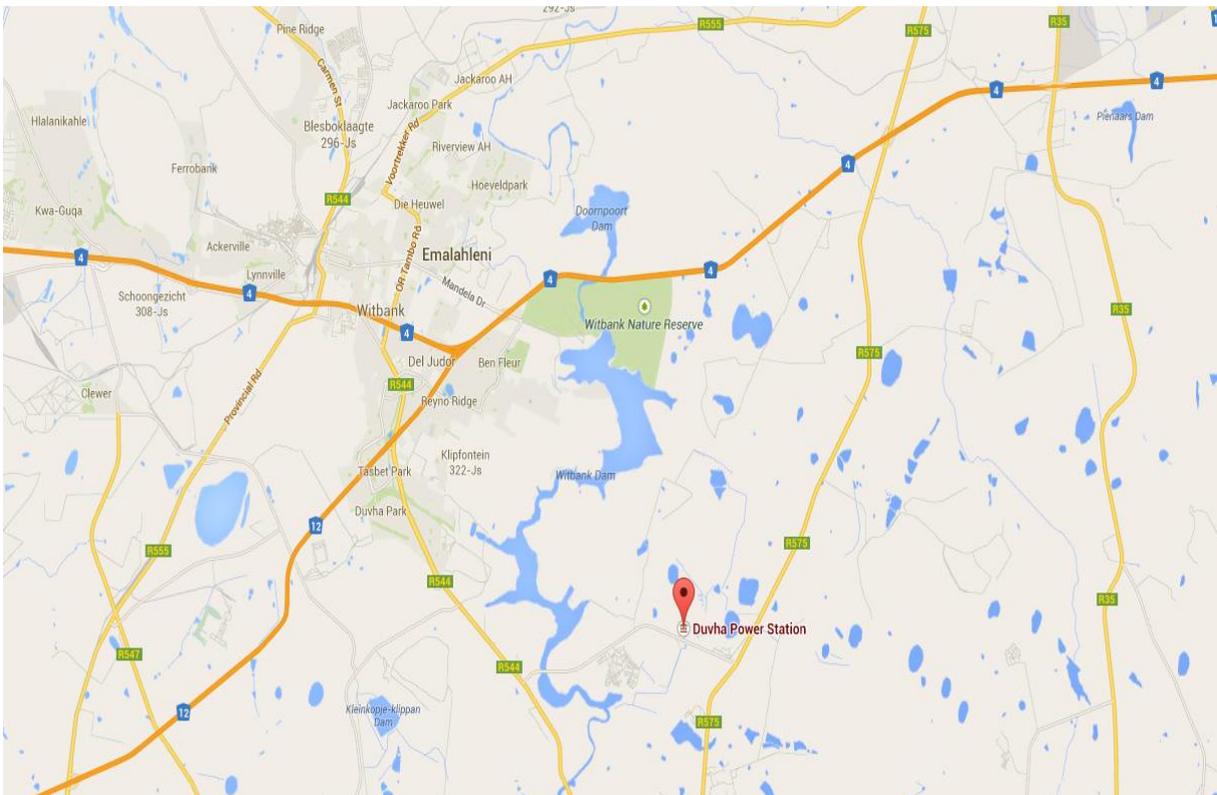
Document reference	Title	No of pages
C4	This cover page Site Information	1
	Total number of pages	

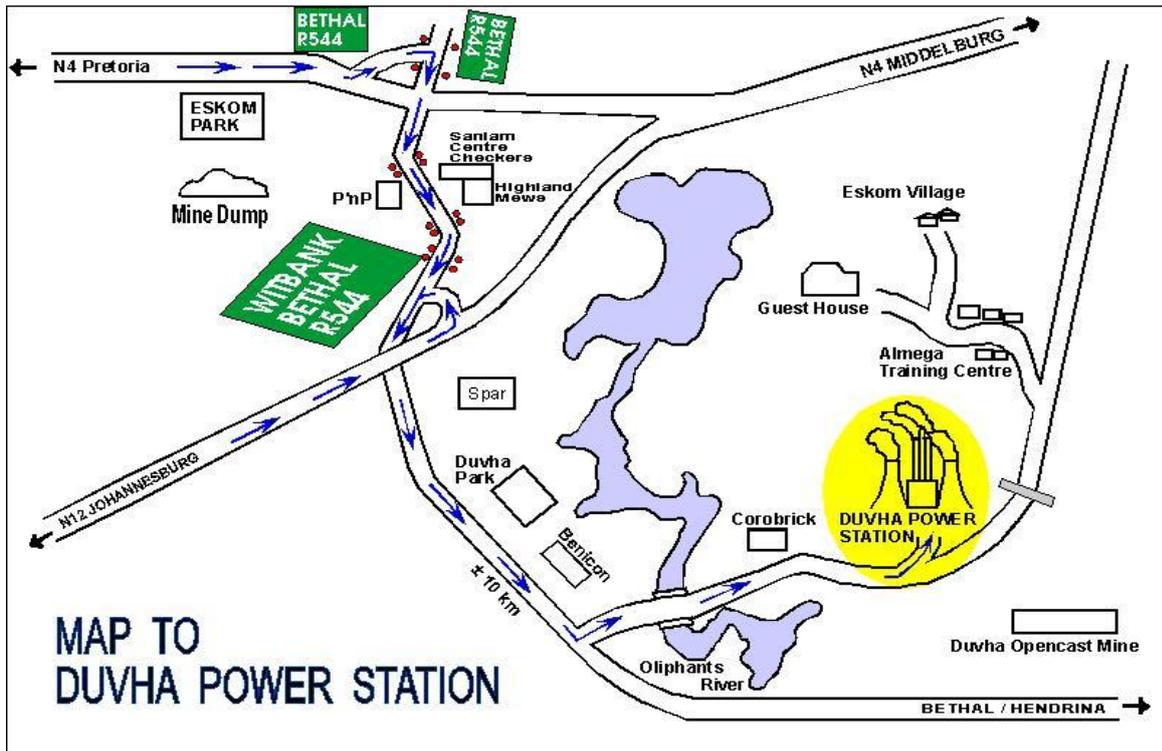
PART 4: SITE INFORMATION

Core clause 11.2(16) states

1. Site Location

Duvha Power Station is located approximately 15km from Emalaheni, Mpumalanga Province and at an elevation of 1 600m above sea level. The location and access roads are shown in the diagrams below.





2. General description

Location of working area: circled in red, Duvha Power Station South cooling towers, Water treatment Plant, Unit 4 22m level equipment room



3. Wetland and No go Areas

Green polygon - is an artificial wetland likely caused by altered drainage and associated infrastructure causing ponding and the establishment of wetland vegetation.

Works in the red highlighted circle will require a method statement and Risk Assessment. No work to be carried within the orange area unless is 50 meters away. The area is marked as a no go area for construction activities.

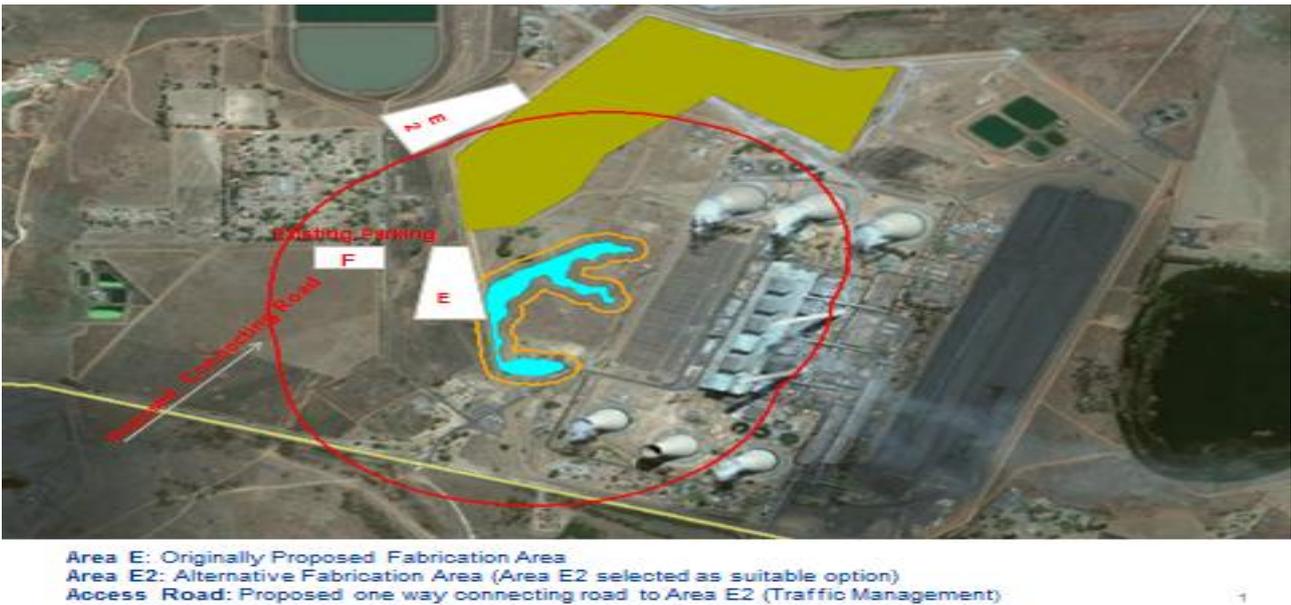


Fig A



FIG B

4. Maintenance and Housekeeping

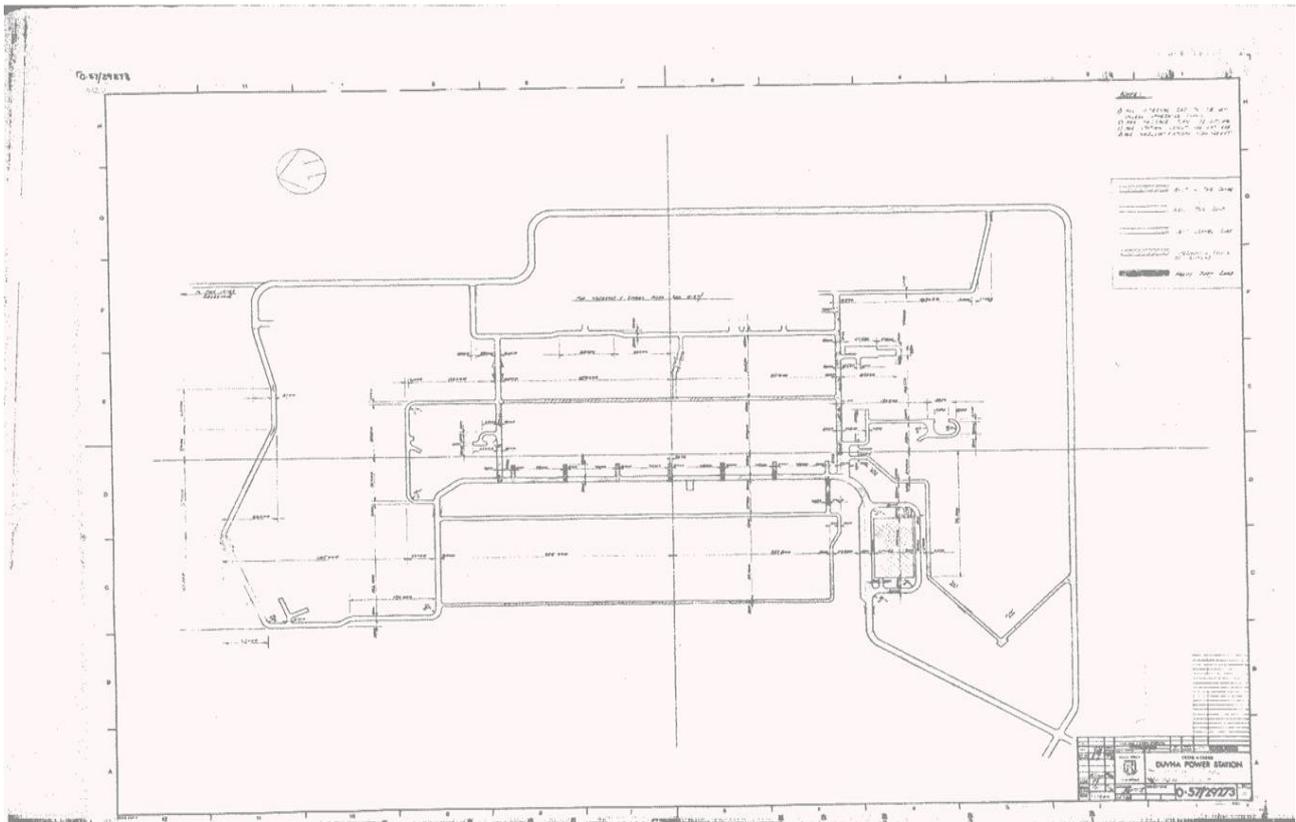
Maintenance of and within the Laydown Area and housekeeping of the Laydown and Working Areas will be the sole responsibility of the Contractor. All waste will be managed in accordance with Eskom Waste Management Procedure 32-245

5. Roads

The Contractor is provided with the Station Roads Layout (0.57/ 29273) which indicates the position of roads, width and turning radii, in order to plan access and movement of vehicles to Duvha Power Station. The Contractor's proposed route is issued to the Employer for review and acceptance. The Contractor is also issued certain available long sections and cross sections of the access roads.

The Contractor identifies the type of vehicles (incl. loading capacity), number of vehicles, and frequency of vehicles required in order to complete the works. The Contractor takes note that all existing available roads drawings are provided for information only. The Contractor is responsible for verifying the information provided before use.

- Drawings provided for information only:
- 0.57/ 29273 - Duvha Power Station, Station Roads Layout



Note: The employer will provide electronic format of the above drawings, at the contractor request.

6. Services

a) Air

The Contractor is responsible for the supply of compressed air as is necessary for the execution and completion of the Works and remedy of defects.

b) Water

The *Employer* is to supply free issue potable water for domestic use, at a designated supply point. For uses other than domestic, the Contractor is responsible for the supply of water. Supply is based on reasonable use. The Supply point information is as per the Laydown and Working Areas Schedule.

Contractor is responsible for connection to the designated supply point and routing to desired areas within Laydown and Working areas.

c) Electrical Power Supply

Power is available at the existing points as provided by the *Employer*. The Contractor provides his own portable 380V electrical distribution boards, and supply cables to and from the boards, for all his power supply requirements to execute the works.

Contractor's Electrical Distribution Boards complies with OHSAs as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought onto site must have a Certificate of Compliance issued by an accredited person.

The Contractor's electrical distribution boards are installed at the works on a time negotiated with the Project Manager, prior to the access to the working site. The Employer connects distribution boards to a 380V three-phase AC power supply, only after the Contractor has submitted the valid Certificate of Compliance. All Contractor's Electrical Distribution Boards are earthed to the steel structure of the plant.

d) Sewage

The Contractor is responsible for either connecting to the local Sewage system or providing other means of managing sewage as required. The Contractor is responsible for connection to the designated supply points.

e) Gas

The Contractor is responsible for supply of any Gas as is necessary for the execution and completion of the Works and remedy of defects.

f) Communications

The Contractor will be responsible to provide for all communications services, including but not limited to internet, telephone, radio, required for the execution and completion of the Works and the remedy of Defects.

g) Overhead lines

The *Contractor* is responsible for ensuring any activities on Site do not interfere, impede or in any way disrupt any overhead lines, pylons or other transmission and distribution equipment. This is including but not limited to the transportation of Contractor's Equipment, Materials, Plant and Temporary Works to and from the Laydown and Working Areas.

The Contractor will be notified by the Employer for any services interruptions longer than 24 hours. Planned interruptions may include strikes, maintenance and repairs activities etc.

7. Roads, facilities and Security

7.1 Access Road

The Contractor will be deemed to have been satisfied as to the suitability and availability of access routes to the Site (and other places, if any, as may be specified under the Contract as forming part of the Site).

7.2 Access to Site

Access to Site and continued use of the Site will be in accordance with Duvha Access Control Procedure SCP0004 and the National Key Points Act, 1980 (Act No. 102 of 1980). The following must also be noted:

- a) The *Contractor* applies for access permits for all works via the Employer's Representative.
- b) The *Contractor* applies for Contractor's Permits for all his employees and/or subContractors at the Security gate, at least 72 hours prior to entry of the Duvha Power Station Security Area.
- c) The *Contractor* submits his/her company's employee list to the Employers Safety Department listing all of the personnel that he intends using on Site when booking for SHE Induction as soon as the Contractor SHE File has been assessed and approved. At least 48 hours prior notice must be given to the Employer's Representative of the requirement to attend Site SHE inductions.
- d) The completed list, identified with the Contractor's name, contains the following information:
 - Employee Name
 - Employee ID Number
 - Eskom Safety Co-ordinator signature
 - Employer's Representative's signature
 - Validity Date
- a) No access permits are issued to personnel who have not attended SHE induction. A copy of proof of SHE induction attendance must be presented at Security when applying for employee access permits.
- b) The *Contractor* photocopies the first page of the ID book of every one of his employees.
- c) This completed list, together with the photocopies of the ID books / valid Passport / Work Permit is delivered to Protective Services for the preparation of the Contractor's Permits.

- d) The Contractor allows at least 48 hours for the preparation of the security permits, before he collects the permits from the Protective Services offices.
- e) The Contractor's personnel are required to be in possession of a Contractor's Permit at all times inside Duvha Power Station.
- f) All Contractor permits are submitted back to Protective Services when the workers leave the site after completion of the works. The Contractor will ensure that all its employees/workers return such permits to the Employer. Failure to return the permits will result in a R100, 00 penalties for each non returned permit which will be deducted from the final payment.
- g) The Contractor compiles detailed Tool Lists (obtainable from Protective Services) of all tools and equipment to be taken on site before arriving at the power station.
- h) Authorised copies of these lists are retained to be used again when the tools and equipment is removed from site.
- i) The Contractor's visitors and all personnel conform to the security arrangements in force at Duvha Power Station.
- j) Application forms for visitors are filled in by the Contractor's Representative and approved by the Employer, and submitted to the Employer's Protective Services office one day prior to the visit.
- k) Visitors will not be allowed on site if the necessary forms are not in the possession of security staff.
- l) The Employer's Security Manager may, with valid cause, remove any of the Contractor's personnel from the site, either temporarily or permanently. They may deny access to the site to any person whom, in the opinion of the said manager constitutes a security risk.
- m) No unauthorised vehicles will be allowed on site. Only Contractor vehicles with displayed Contract Vehicle Permits disks will be allowed on site. Contract Vehicle Applications are directed to the Employer's Representative for consideration and approval.
- n) The Contractor is restricted to the Site. The Contractor is forbidden to enter any other areas, and ensures that his employees abide by these regulations.
- o) No recruiting of casual labour may be done on Eskom premises, including the area outside the Power Station Security Gate.
- p) Security personnel may search any premises, property or person within the security area of Duvha Power Station
- q) No photographic equipment will be allowed within the security area of the Power Station without obtaining permission. Application forms for such permission is available from the Security Services offices at the main entrance. Any person found in possession of such equipment will be prosecuted in terms of the National Key Point Act.

7.3 Security of Working Areas

The Contractor is responsible for the security and safe keeping of all Working areas and any associated Contractor's Equipment, Materials, Plant, Temporary Works and Employer's Equipment as may be located within those areas.

The Contractor will at all times comply with the National Key Points Act, 1980 (Act No. 102 of 1980) within the parameters of the power station. The Contractor's proposal for achieving this will be submitted to the Employer for review within 14 days of the starting Date and the Employer will respond within 14 days of receipt.

The National Keys Point requirements will not be applicable to areas that fall outside the boundaries of the Duvha Power Station fence parameter. The Contractor will be responsible for security and access control for the Working areas. The access control must be a biometric type with capability to store all information, data retrievable, must be accessible and be able to indicate who is at the Working areas at any point in time.

The Contractor will be responsible for keeping unauthorised persons out of the Working Areas. Authorised persons will be limited to the Contractor's personnel, the Employer's personnel, Others and any other personnel notified to the Contractor by (or on behalf of the Employer), as authorised personnel. In addition, the Contractor will fully acquaint himself and strictly comply with all the Employer's security regulations particularly with regard to personnel, Plant, Material and the Contractor's Equipment entering or leaving the Site.

7.4 Welfare Facilities

The Contractor is responsible for provision, accessibility, maintenance, disposal of waste within, and housekeeping of all welfare facilities within the Working Areas, which include but are not limited to ablution, eating, changing, shower and rest areas. As a minimum the following will be provided:

- Shower facilities;
- Sanitary facilities;
- Changing facilities;
- Eating areas;

The Contractor is responsible for the provision and maintenance of the ablution facilities provided for his employees on the Working and Laydown areas. Additional sufficient temporary ablution facilities need to be put up by the Contractor on working area at various levels. These must be serviced and maintained as per health standard pertaining to the health and safety of these facilities.

The Contractor will provide sheltered eating areas for use of all Contractors' personnel on Site. Eating areas will provide adequate shelter and will be ventilated and lighted. Tables and backed seating will be provided. Suitable receptacles with lids for depositing waste will be provided at convenient points inside and outside the eating areas.

The Contractor will ensure compliance to all legislation Eskom's Food Hygiene and Safety Management - 39-113 procedure with respect to food management. Compliance will be verified during the client's audits and inspections on the Contractor.

Welfare, Ablution and Dinning facilities provided by the Contractor must be approved and be acceptable to the Employer.

The Contractor is responsible for provision of suitable Ablution facilities within the Working areas, which as a minimum will meet all relevant legislation. These facilities are to be provided in sufficient quantities and within sufficient proximity to the Works so as not to impede the Works or the operations of the Duvha Power Station. The Contractor shall provide his own permanent and temporal Ablution facilities. The permanent toilets shall be erected and fully functionally by the access to site date.

The Contractor is responsible for the provision of all meals for employees, in line with all relevant legislation and standards. The Contractor is responsible for the provision of suitable eating areas and these facilities are to be provided in sufficient quantities and within sufficient proximity to the Works so as not to impede the Works or the operations of the Duvha Power Station.

The Contractor is not allowed to use the Employer's dining facilities, unless a specific agreement has been made between the Contractor and Eskom Catering and Accommodation Services (ECAS). The Contractor may buy take away meals from the fast foods outlet on Site.

7.5 People and Equipment Movement

a) Passenger or Goods Lift

The Employer will not provide any passenger or goods lift services.

b) Meetings

All meetings are to be recorded using minutes or a register, prepared and circulated by the person convening the meeting. Such minutes or register are not used for the purpose of confirming actions, instructions or determinations under the Contract as these are done separately by the person(s) identified in the conditions of contract to carry out such actions, instructions or determinations. All meetings will be as per the Employer's specified Project Control specification.

c) Permits

The Contractor will comply with the Generation Plant Safety Regulations 36-681 at all times. The Contractor will provide an acceptable number of authorised Responsible Persons in accordance with the Generation Plant Safety Regulations to ensure that no delays occur during the execution of the Works and removing of defects. Duvha Power Station Training will be the responsibility of the Contractor. Verification, examination and authorisation of the nominated persons will be the responsibility of the Employer and will be performed on dates nominated by the Employer. Should the Contractors nominated persons fail to achieve the required standards, any further training, verification, examination and approval will be the responsibility of the Contractor. The Contractor is to provide the proposed number of people to be authorised as a tender returnable.

8. Construction Rules

8.1 Works Stoppages

The *Contractor* will conduct a safety work stoppage for every LTI and fatality. Work Stoppages may include critical and high risk activities, suspension of work or part of the works by Eskom inspectorate Team or Department of labour inspectors. Suspension or withdrawal may be as a result of closure of Site/working area due to an accident/incident and non-compliance to procedure, legislative change and requirements. Activities may commence if the area is declared and certified safe for people to work. The Contractor shall have at least one work stoppage per quarter (every three months) for incident lessoned learn, risk analyses, review and incident reviews.

8.2 Critical activities

All rigging method statements, lift plans and other relevant documents will be reviewed by the Employer, prior to the relevant activity commencing. The review period for method statements is 14 days as provided on the Contract Data and if the Employer gives notice to the Contractor that a method statement fails to comply with the Contract, as per General Conditions Clause 5.2, it will be rectified and resubmitted within 7 days of notification.

Compliance to the use of PPE, parking on designated areas, adherence to smoking policy, and trespassing, entry and exist to restricted areas will be monitored by the Contractor.

8.3 Electronic devise usage

Cell phone usage will be in accordance with Eskom procedure 36-583. No cellphone or any other electronic devices will be used whilst conducting critical work, and high risks activities unless otherwise authorized by the Employer. Such communication devise exclude two-way radios and devises used for the works.

8.4 Respecting the Working areas

In order to provide a safe working environment and to respect all persons on the Site, the following are strictly forbidden:

- Spitting
- Urination (other than in designated toilets)
- Defecation (other than in designated toilets)
- Sexual Activities

The Employer will be entitled to immediately remove, or instruct the Contractor to immediately remove, any person for whom the Contractor is responsible for who is in violation of the above, in accordance with applicable contract conditions and/or other rules and regulations.

9. Environmental

9.1 Environmental Policy

The Contractor will implement, and provide a copy of, an Environmental Policy which complies with Environmental Management System ISO 14001 requirements. A copy of the applicable policy will be provided as a tender returnable.

9.2 Method Statements

No activity will commence before Method statement is approved by the Employer. The Method Statement will be submitted for acceptance by the Employer. All Method Statements will include, but not be limited to include, the following environmental information:

Detailed scope of work

- List of equipment to be used
- List of chemicals to be used with complete MSDS's
- Risk Assessment of the Environmental Risks associated with the activities
- Management Plan of the identified significant risks
- Waste Management Plan
- Oil Spill Management Plan
- Incident reporting and management
- Layout plan approved by the Supervisor.
- Storm water management and erosion control plan

9.3 Environmental Management Programme

This Environmental Management Programme (EMPr) is prepared as part of the requirements of the 2010 Environmental Impact Assessment Regulations promulgated under the National Environmental Management Act (NEMA, Act 107 OF 1998) as amended 2010.

The purpose of this Construction EMPr is to provide an easily interpreted reference document that ensures that the project environmental commitments, safeguards and mitigation measures from the environmental planning documents, project approvals, and Scope of Works are implemented.

The objectives for the EMPr are:

- a) To develop, implement and maintain effective management systems for the environmental aspects of the maintenance works;
- b) To monitor effectiveness of controls aimed at preventing impacts associated with aspects
- c) To ensure compliance with relevant legislation (National, Provincial and Local), regulatory requirements and environmental documents;
- d) To maximise the value and outcomes of environmental monitoring activities so that the information can be applied to the planning and implementation of future projects;
- e) To ensure that all Environmental Management considerations are implemented during the Construction only

The EMPr follows an approach of identifying an over-arching aim and objectives accompanied by management actions that are aimed at achieving these objectives. The EMPr is divided into five (5) phases of the project cycle:

- Planning and Design Phase;
- Construction and Site Preparation;
- Rehabilitation Phase;
- Operational Phase; and
- Project Closure.

Contractor to adhere with Project Environmental Management Plan (EMP), site information and other legislative requirements

9.4 Refuse Disposal

Waste disposal must be as per the ENV 0005

The Employer will provide special colour coded bins for refuse disposal. The Employer will be responsible for emptying these bins. The Contractor will ensure that all his personnel and SubContractors strictly adhere to the correct use of refuse bins, coloured coded as follows:

- Maroon bins:- Scrap metal only
- White bins: - Lugging and general household rubbish

- Yellow bins:- Ash, dust, coal dust and sand

For the entire duration of the Works, the Contractor is responsible for keep the Working Areas clean of any rubble, and to place all refuse into the bins provided.

10. Other reports and publicly available information

10.1 Weather Data

10.1.1 Geotechnical Data

Contractor is responsible for any Geotech required. The following geotechnical reports are provided as Appendices to this document:

Electricity Supply Commission- Report on the Additional Drilling for Proposed Remedial Works at the Main Station Building, Duvha Power Station November 1979, Parts 1 to 4

This is provided for information purposes only and the Contractor must verify before use.

a) General Weather Conditions

The climate of the site is typical of Highveld conditions, with high summer temperatures and moderate to cold winters. Temperature statistics for the climatically similar to Bethal was obtained from the South African Weather Service website (www.weathersa.co.za). The Contractor will consider whether condition within all working site including areas where procurement outside the working site is considered. Measuring device is available at Duvha and to be agreed upon by both parties.

Climatic conditions will be defined as exceptionally adverse only when the measured condition deviates from the supplied average data by a margin of 30%, over the time period as stated within the average data (e.g. daily or monthly)

b) Temperature

During the summer months (October to March) average daily maximum temperatures are between 24°C and 35°C and average daily minimum temperatures are between 0°C and 14°C.

In the winter months (April to September) average daily maximum temperatures vary between 17°C and 23°C and average daily minimum temperatures are between 1°C and 9°C.

c) Snow and mist

Frost occurs frequently during the winter and spring months. Temperature statistics for the climatically similar to Bethal was obtained from the South African Weather Service website (www.weathersa.co.za).

The number of days with mist (no visibility) measuring in excess of a predetermined number of days, the Employer will make a proposal during contract negotiations

All records will be kept.

d) Rainfall

The area experiences thunderstorms during the summer months, which usually occur in the late afternoons. The annual average precipitation (millimetres) is show below. Weather Data for 2011-2014 to be provided as an addendum

Month	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Jan	176	207	77.5	296	223.5	173	-	-	-	-	65
Feb	59	102	17	17	63.5	53	-	-	-	-	21.8
March	54	46	26	121	55	40	-	-	-	-	30.6
April	53	42	6	0	0	126	-	-	-	-	29.4
May	0	4.5	0	44	14	83	-	-	-	-	0
June	0	0	30	0	17	0	-	-	-	-	0.8
July	0	0	0	0	0	0	-	-	-	-	1
Aug	2	40	0	0	30.5	0	-	-	-	-	0.4
Sept	0	0	0	0	8	0	-	-	-	-	46.2
Oct	35.5	17.5	163	47	82.5	46.5	-	-	-	-	34.2
Nov	142	80	179	138.6	153	59.5	-	-	-	-	54.2
Dec	65	148.5	127.3	174	148	237	-	-	-	-	135.2
							-	-	-	-	
Total	586.5	687.5	625.8	837.6	795	818	-	-	-	-	418.8

e) Wind

The area is subject to winds predominantly from the north and northwest, with greatest frequency during the months of August to December. During the remainder of the year, the wind remains generally in a north/north westerly direction, but with a lesser frequency. Critical activities, carnage and working at height will be as per legislative requirements, equipment and