Short Contract (ECSC3)

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

and ____________________________________________
(Reg. No.: ______________________)

for The design and construction of duplex doors lifting platform for a period of 8 months at Camden Power Station.

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

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Documentation prepared by: Msizi Blose

Contract No.:
C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

The design and construction of duplex doors lifting platform for a period of 8 months at Camden Power Station.

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

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

<table>
<thead>
<tr>
<th>The offered total of the Prices exclusive of VAT is</th>
<th>R________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Added Tax @ 15% is</td>
<td>R________________</td>
</tr>
<tr>
<td>The offered total of the Prices inclusive of VAT is</td>
<td>R________________</td>
</tr>
<tr>
<td>(offered total excluding VAT in words)</td>
<td></td>
</tr>
</tbody>
</table>

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

Signature __________________________________________
Name ______________________________________________
Capacity ____________________________________________
Date ________________________________________________
Address: ____________________________________________

For the tenderer:

Witness

Name ______________________________________________
Signature __________________________________________
Date ________________________________________________
Acceptance

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

The terms of the Contract, are contained in:

- Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Works Information
- Part 4 Site Information

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

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

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

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

Signature

Name

Capacity Camden Power Station Manager

Date

Address: ESKOM HOLDINGS SOC LTD., Camden Power Station, Private Bag X1002, NUCAM, 2355

For the purchaser:

Witness

Name

Signature

Date
Schedule of Deviations

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 Purchaser: _______________________________

Signature: _______________________________  Signature: _______________________________

Name: _______________________________  Name: _______________________________

Capacity: Camden Power Station Manager  Capacity: _______________________________

Date: _______________________________  Date: _______________________________

On behalf of: Eskom Holdings SOC LTD., Camden Power Station  On behalf of: _______________________________

Witness: _______________________________  Witness: _______________________________

Name: _______________________________  Name: _______________________________

Signature: _______________________________  Signature: _______________________________

Date: _______________________________  Date: _______________________________
## C1.2 Contract Data

**Data provided by the Employer**

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.1</td>
<td>The Employer is (Name):</td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</td>
</tr>
<tr>
<td>10.1 &amp; 14.4</td>
<td>The Employer's representative to whom the Employer in terms of clause 14.4 delegates his actions(^1) is (Name):</td>
<td>Msizi Blose</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>Camden Power Station</td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td>017 827 8591</td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td>086 402 4206</td>
</tr>
<tr>
<td></td>
<td>E-mail address</td>
<td><a href="mailto:BloseM@Eskom.co.za">BloseM@Eskom.co.za</a></td>
</tr>
<tr>
<td>11.2(11)</td>
<td>The works are</td>
<td>The design and construction of duplex doors lifting platform for a period of 8 months at Camden Power Station.</td>
</tr>
<tr>
<td>11.2(13)</td>
<td>The Works Information is in</td>
<td>the document called ‘Works Information’ in Part 3 of this contract.</td>
</tr>
<tr>
<td>11.2(12)</td>
<td>The Site Information is in</td>
<td>the document called ‘Site Information’ in Part 4 of this contract.</td>
</tr>
<tr>
<td>11.2(12)</td>
<td>The site is</td>
<td>Camden Power Station</td>
</tr>
<tr>
<td>30.1</td>
<td>The starting date is.</td>
<td></td>
</tr>
<tr>
<td>11.2(2)</td>
<td>The completion date is.</td>
<td></td>
</tr>
<tr>
<td>13.2</td>
<td>The period for reply is</td>
<td>2 week</td>
</tr>
<tr>
<td>40</td>
<td>The defects date is</td>
<td>52 weeks after Completion</td>
</tr>
<tr>
<td>41.3</td>
<td>The defect correction period is</td>
<td>2 weeks</td>
</tr>
<tr>
<td>50.1</td>
<td>The assessment day is the</td>
<td>25(^{th}) of each month.</td>
</tr>
<tr>
<td>50.5</td>
<td>The delay damages are</td>
<td>R5 000.00 per day</td>
</tr>
<tr>
<td>50.6</td>
<td>The retention is</td>
<td>5%</td>
</tr>
<tr>
<td>51.2</td>
<td>The interest rate on late payment is</td>
<td>N/A</td>
</tr>
</tbody>
</table>

\(^1\) Except those actions which can only be done by the Employer as a Party to the contract.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>80.1</td>
<td>The Contractor is not liable to the Employer for loss of or damage to the Employer's property in excess of the amount of the deductibles relevant to the event described in the applicable “Format ECSC3” policy available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a></td>
</tr>
<tr>
<td>82.1</td>
<td>The Employer provides this insurance as stated for “Format ECSC3” available on <a href="http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a> (See Annexure A for basic guidance)</td>
</tr>
<tr>
<td>82.1</td>
<td>The minimum amount of cover for the third insurance stated in the Insurance Table is: whatever the Contractor deems necessary in addition to that provided by the Employer.</td>
</tr>
<tr>
<td>82.1</td>
<td>The minimum amount of cover for the fourth insurance stated in the Insurance Table is: As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor’s common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)</td>
</tr>
<tr>
<td>93.1</td>
<td>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</td>
</tr>
<tr>
<td>93.1</td>
<td>Address [●]</td>
</tr>
<tr>
<td>93.1</td>
<td>Tel No. [●]</td>
</tr>
<tr>
<td>93.1</td>
<td>Fax No. [●]</td>
</tr>
<tr>
<td>93.1</td>
<td>e-mail [●]</td>
</tr>
<tr>
<td>93.2(2)</td>
<td>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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) or its successor body</td>
</tr>
</tbody>
</table>
93.4 The *tribunal* is: arbitration.

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

The place where arbitration is to be held is The Republic of South Africa

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

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

Z1 Cession delegation and assignment

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

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

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

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

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

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

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

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2 If June 2005 Edition applies, delete April 2013 and insert June 2005

3 State whether attached as a 'PDF' file in terms of Eskom’s licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.
Z3 Confidentiality

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

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

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

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

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

Z4 Waiver and estoppel: Add to clause 12.2:

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

Z5 Health, safety and the environment

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

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

Z5.2 The Contractor, in and about the execution of the works, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the Contractor’s direction and control, likewise observe and comply with the foregoing.
Z6  Provision of a Tax Invoice and interest. Add to clause 50

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

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

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

Z7  Notifying compensation events

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

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

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

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

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

Z10  Addition to Clause 50.5

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

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

Z11  Ethics

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

Affected Party  means, as the context requires, any party, irrespective of whether it is the Contractor or a third party, such party's employees, agents, or 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 Subcontractors or the Subcontractor's employees,

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

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

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

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

Z 11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z 11.2 The Employer may terminate the Contractor's obligation to Provide the Works 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 Works for this reason.

Z 11.3 If the Employer terminates the Contractor's obligation to Provide the Works for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z 11.4 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.
Annexure A: Insurance provided by the Employer

These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.

1. For the purpose of works contracts likely to be let under this contract (low value straight forward work), insurance provided by Eskom (the Employer) has been arranged on the basis of “Format ECSC3” as described on the web link given at the foot of this page.

2. Tendering contractors should note that cover provided by the Employer is only per the policies available on the internet web link listed below under the Format ECSC3 and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 “The Contractor provides the insurances stated in the Insurance Table. The Contractor does not provide an insurance which the Employer is to provide as stated in the Contract Data”. Hence the Contractor provides insurance which the Employer does not provide and in cases where the Employer does provide insurance the Contractor insures for the difference between what the Insurance Table requires and what the Employer provides.

3. When Marine Insurance is required the Contractor needs to obtain a copy of the latest edition of Eskom’s Marine Policies Procedures found at internet website given below.

4. Further information and full details of all Eskom provided policies and procedures may be obtained from:
### Data provided by the Contractor (the Contractor’s Offer)

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

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

<table>
<thead>
<tr>
<th>Section</th>
<th>Details</th>
</tr>
</thead>
</table>
| 10.1    | The Contractor is (Name): 
|         | Address |
|         | Tel No.  |
|         | Fax No.  |
|         | E-mail address |

| 63.2    | The percentage for overheads and profit added to the Defined Cost for people is ___% |
|         | The percentage for overheads and profit added to other Defined Cost is ___% |

| 11.2(9) | The Price List is in the document called ‘Price List’ in Part 2 of this contract. |
|         | The offered total of the Prices is R____________ (Excl. VAT) |
|         | (Amount in words, Excluding VAT) |

\(^4\) Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.
C2 Pricing Data

C2.1 Pricing assumptions

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

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

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

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

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.
C2.2 Price List

The Price List is as follows

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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**Total Cost (Excl. VAT)**

Note:
- Supplier/Service Provider to provide Eskom Camden Power Station with a detailed price breakdown (Price List/BOQ)
- Supplier/Service Provider to include in their pricing all activities associated with providing this service.
C3: Scope of Work

C3.1 Works Information

1. Description of the works

Please see attached Appendix A - SOW for the description of works/works information.

2. Drawings

<table>
<thead>
<tr>
<th>Drawing number</th>
<th>Revision</th>
<th>Title</th>
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<tbody>
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3. Specifications

<table>
<thead>
<tr>
<th>Title</th>
<th>Date or revision</th>
<th>Tick if publicly available</th>
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<tbody>
<tr>
<td><strong>General Specifications:</strong></td>
<td></td>
<td></td>
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<tr>
<td>Health and Safety requirements</td>
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<tr>
<td>Environmental requirements</td>
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<tr>
<td>Site regulations and access control</td>
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<tr>
<td><strong>Technical specifications:</strong></td>
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</table>

4. Constraints on how the Contractor Provides the Works

4.1 Meetings

<table>
<thead>
<tr>
<th>Title and Purpose</th>
<th>Interval</th>
<th>Location</th>
<th>Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Progress and Feedback</td>
<td>As and when required.</td>
<td>Site</td>
<td>Employer, Contractor, Supervisor, others as required</td>
</tr>
<tr>
<td>Risk Reduction</td>
<td>As and when required.</td>
<td>Site</td>
<td>Employer, Contractor, Supervisor, others as required</td>
</tr>
<tr>
<td>Safety</td>
<td>As and when required.</td>
<td>Site</td>
<td>Employer, Contractor, Supervisor, Safety representatives of Employer and Contractor</td>
</tr>
<tr>
<td>Early Warning Meeting</td>
<td>As and when required.</td>
<td>Project Managers Office</td>
<td>Contractor, Supervisor, and Project Manager</td>
</tr>
<tr>
<td>Risk register and compensation events</td>
<td>As and when required.</td>
<td>Project Managers Office</td>
<td>Contractor, Supervisor and Project Manager</td>
</tr>
</tbody>
</table>
4.2 Use of standard forms

NEC3 Engineering & Construction Short Contract (ECSC3) standard templates shall be used at all times in the administration of the contract, for example early warnings and compensation events notifications.

4.3 Invoicing and payment

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

The Contractor includes the following information on each tax invoice:

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

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

4.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the Employer may require the Contractor to keep records of amounts paid by him for people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor and Equipment. [See clause 11.2(5) and 63.2]. State in what form these records are to be kept and how accessed by the Employer.

4.7 Facilities to be provided by the Contractor

- The Contractor will make provision for all temporary accesses and utilities required to ensure completion of the Works. This will include but is not limited to:
  - Temporary access roads
  - Provision for temporary site offices
  - Provision for temporary supply of potable water and electricity (lighting). Onsite water and electricity connection points will be provided.
  - Storage and/or stockpiling of construction material
  - Shall make his own allowance for adequate ventilation of the work
  - Telecommunication, Contractor is responsible for all his telecommunication connection, rental and any monthly phone bills
  - Security, if the Contractor deems this to be necessary (the Employer is not held responsible of any loss/damage of equipment or material)

4.9 Design by the Contractor

All the required designs, manufacturing and installations works shall be in accordance with the Technical Specifications.
5. Requirements for the programme

The Contractor to compile and submits a signed High Level detailed programme for the Employer’s acceptance one week before starting dates. The detailed program should be on MS Project format. This programme should show the starting dates, access dates, key dates, planned completion dates of activities and important milestones. The Contractor must submit updated program every weekly.

6. Services and other things provided by the Employer

The employer shall provide power, water, waste disposal areas, lighting and ablution. Any additional lighting requirements around the work area shall be provided by the Contractor. The Contractor shall provide everything else necessary for providing the Works.

The Employer will ensure access to the site for personnel qualifying as per the Employers requirements for access control.

The Employer will do the induction training for the Contractor.

Contractor has submitted the valid Certificate of Compliance.

The Contractor adheres to the site services requirements and procedure

Potable Water Supply

- The Employer supplies, free of charge, reasonable quantities of potable water required for the purposes of this contract from the existing points. The Contractor provides, at his own cost, all connection fittings, pipe work, temporary plumbing, and pumps necessary to lead the water from the Employer’s points of supply to the various points where it is required.

Electrical Power Supply

- Power is available at the existing points.

- 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 OHSA as referred to in the Electrical Installation Regulations and the Electrical Machinery Regulations. Each board brought onto site has 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 Supervisor, prior to the possession date.

- 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 Contractors’ Electrical Distribution Boards are earthed to the steel structure of the plant.

Toilet Facilities

- The Employer provides the Contractor access to identified existing toilet facilities.
Medical Facilities

- The Contractor provides a First Aid service to his employees and sub-Contractors. In the case where these prove to be inadequate, like in the event of a serious injury, the Employer’s Medical Centre and facilities will be available.

- Outside the Employer’s office hours, the Employer’s First Aid Services are only available for serious injuries and life threatening situations.

- The Employer recovers the costs incurred, in the use of the above Employer’s facilities, from the Contractor.

Site yard

- The Employer will provide a site for the Contractor’s yard at a location that is indicated to the Contractor. The Contractor provides all the facilities required by him for such a site at his cost (including fencing of area as per requirements).

The Contractor maintains the site to meet the requirements of the health and safety requirements as per the requirements of the Project Manager. The Contractor restores the site to its original state i.e., clean and no rubble. Inspection will be held by the Supervisor and signed off.
C4: Site Information

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

1. Access limitations

The Contractor makes his own assessment of, and allows in his rates for those access problems that may be encountered. No extra payment or claim of any kind is allowed on account of difficulties of access to the works, or for the requirement of working adjacent to or in the same area as others.

Access to site shall be in line with the Camden Power Station’s access procedure. The Contractor shall be required to make an application to enter site for the duration of the contract, including the warranty and defect period. A permit shall only be issued once the Contractor has attended the safety induction and has undergone medical checks.

All the assets must be declared and registered with security upon entering site. This includes portable assets such as a laptop. The record must be kept on the OV18 form. No asset shall be removed from site if the OV18 form is not attached.

The Contractor shall have no claim against the Employer in respect of delay at the security main gate.

All Contractors’ permits must be returned to Protective Services on completion of the works.

Equipment

Any equipment, or appliances, used by the Contractor conforms to the applicable OHS Act safety standards and is maintained in a safe and proper working condition. The Project Manager has the right to stop the Contractor’s use of any equipment which, in the opinion of Project Manager, does not conform to the foregoing.

Off-loading and material handling equipment is not available on site and if required, is to be provided by the Contractor.

Site Regulations

Note that the speed limit on the site is 40 Km/h. The vehicle permit of any persons contravening any traffic act on site is cancelled.

The Contractor complies with the Camden Site Regulations, a copy of which is available for perusal at the Project Manager’s offices.

Any subject within the authority of the Project Manager may be addressed by a Site Regulation. Before work starts on site, an inaugural meeting is held with the Contractor and the Project Manager to explain all requirements of the Site Regulations.

The Contractor allocates staff to be trained and authorised as Responsible Persons according to Employer’s Plant Safety Regulations and/or High Voltage Regulations. These Responsible Persons are available on site as and when required to take out permits to work.

Permits

Daily meetings shall be held and chaired by the production department to discuss the next days permit requirements. All permit requests are required by 15:00 on the day prior to the permit being required. A ‘no work’ period between 06:00 and 07:00 is enforced during which the requested changes to the permit take place.
No work commences without the acceptance of the permit to work by the Contractor’s responsible person and all workers sign the workman’s register. The Contractor arranges for three people to be appointed as responsible persons for permit requirements. The plant safety regulations course can be done at any Eskom power station but the practical course is Camden specific.

**Accommodation and Transportation**

The Contractor provides his own accommodation and transport for all his employees engaged in the execution of the works. This includes the needs of his subcontractors. The cost for accommodation, as well as for transportation to and from site is included in the Prices. No accommodation is available at Camden Power Station.

**Security**

The Contractor provides security necessary for the protection of the works at all times until the completion of the whole of the works.

The Contractor is informed of the access procedures through Site Regulations and note that such procedures may change depending on the prevailing security situation.

All persons entering the Camden site pass through the control points at the main access gate and are required to have temporary permits that are issued to Contractor’s staff on request. All persons submit ID documents with the application for temporary permits. If it is necessary to bring equipment onto site a list is submitted which is verified by security staff prior to equipment entering the security area.

If any Contractor’s staff are transferred from Camden or leave site, the person’s permit is handed over to the Supervisor. The Contractor ensures that personnel leaving site are transported out of the security area and that the permit is returned.

No firearms, weapons, alcohol, illegal substances and cameras (including cell phones with cameras) are permitted on site. Any person suspected of being under the influence of alcohol is tested and if proved positive, is refused entry to the security area.

No “private work” is carried out for or on behalf of any Eskom employee.

The generator area and the other units are barricaded and out of bounds and only authorised persons are permitted. Areas outside the site are out of bounds to the Contractor’s staff.

Under no circumstances shall the Contractor recruit outside Camden Power Station’s security gate. An applicable local office for recruitment shall be used.

**Safety**

The Contractor implements a safety plan and maintains the safety system until the completion of the whole of the works. The plan, will as a minimum, contain PPE information, written safe work procedures, job specific risk assessments, safety meetings, etc. The plan will be to the Employer’s satisfaction and will be accepted prior to the commencement of any work.

The Contractor will be subject to periodic audits by the Employer in order to ensure compliance with the plan. Any deviations will be corrected to the Employer’s satisfaction.

The employer has the right to stop the Contractor’s work activities which, in the opinion of employer, is unsafe. The Contractor may only continue with work activities when all safety deficiencies have been corrected to the Project Manager’s satisfaction. The Contractor shall have no claim against the Employer in respect of delay due to the above.
ENVIRONMENT

The Contractor shall comply with Camden Power Station’s environmental management system. This includes the identification, collection, storage, transportation and disposal of waste. Hazardous waste shall be disposed off in line with the applicable environmental legislation. It is important to note that all spillages must be cleaned immediately and reported to the employer as soon as possible. It is the responsibility of the polluter to clean all spillages and for the rehabilitation of the polluted land.