



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and

for **The restoration of the ash spreader conveyor belt
AEG long line system**

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Documentation prepared by: [•]

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Title of the Contract

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

Acceptance

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

The terms of the Contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

.....
.....
.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature

.....

Name

.....

Capacity

.....

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

(Insert name and address of organisation)

Name & signature of witness

.....

Date

.....

C1.2 Contract Data

Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract (April 2013) (ECSC3)¹ before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used "[•]" - data is required to be inserted.]

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

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ² is (Name):	Wenziwe Mathebula
	Address	Kendal Power Station
	Tel No.	013 799 3119
	Fax No.	[•]
	E-mail address	MathebWC@eskom.co.za
11.2(11)	The <i>works</i> are	[•]
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Kendal Power Station
30.1	The <i>starting date</i> is.	January 2021
11.2(2)	The <i>completion date</i> is.	31st March 2021.
13.2	The <i>period for reply</i> is	1 weeks
40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	2 weeks
50.1	The <i>assessment day</i> is the	25 of each month.

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za

² Except those actions which can only be done by the *Employer* as a Party to the contract.

50.5	The <i>delay damages</i> are	[•] per day
50.6	The retention is	0%
51.2	The interest rate on late payment is	[•]% [Insert a rate only if a rate less than 0.5% per week of delay has been agreed]
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event described in the applicable "Format ECSC3" policy available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx
82.1	The <i>Employer</i> provides this insurance	as stated for "Format ECSC3" available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure A for basic guidance)
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]

93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	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)³⁴ 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*.

³ If June 2005 Edition applies, delete April 2013 and insert June 2005

⁴ 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 <i>Contractor</i> 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 <i>Contractor</i> , 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:**

http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx

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)⁵ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 31 of the ECSC3 April 2013 Guidance Notes.

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

10.1	The Contractor is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]

63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%

11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
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11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT
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⁵ 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

Item no.	Description	Unit	Quantity	Rate	Price
01	Supply interface AEG module	EA	30		
02	Remove old interface AEG module	EA	30		
03	Install new interface AEG module	EA	30		
04	Connect new interface AEG module	EA	30		
05	Commission new interface AEG module	EA	30		
06	Supply AEG Pullkey	EA	30		
07	Remove old AEG Pullkey	EA	30		
08	Install new AEG Pullkey	EA	30		
09	Connect new AEG Pullkey	EA	30		
10	Commission new AEG Pullkey	EA	30		
11	Supply AEG termination unit	EA	1		
12	Remove old AEG termination unit	EA	1		
13	Install new AEG termination unit	EA	1		
14	Connect new AEG termination unit	EA	1		
15	Commission new AEG termination unit	EA	1		
16	Supply Pullkey Termination kit	EA	30		
17	Supply Green Line Cable	EA	30		
18	Remove old Green Line Cable	EA	30		
19	Install new Green Line Cable	EA	30		
20	Supply Belt Misalignment Switch	EA	4		
21	Remove old Belt Misalignment Switch	EA	4		
22	Install new Belt Misalignment Switch	EA	4		
23	Connect new Belt Misalignment Switch	EA	4		
24	Commission new Belt Misalignment Switch	EA	4		

25	Supply mount Bracket for Belt Misalignment switch	EA	4		
26	Supply Belt Tear Detector Switch	EA	4		
27	Remove old Tear Detector Switch	EA	4		
28	Install new Tear Detector Switch	EA	4		
29	Connect new Tear Detector Switch	EA	4		
30	Commission new Tear Detector Switch	EA	4		
31	Supply Mounting Bracket for Tear Detector Switches	EA	4		
32	Supply Fluid Coupling Safety Pin Interface	EA	2		
33	Remove old Fluid Coupling Safety Pin Interface	EA	2		
34	Install new Fluid Coupling Safety Pin Interface	EA	2		
35	Connect new Fluid Coupling Safety Pin Interface	EA	2		
36	Commission new Fluid Coupling Safety Pin Interface	EA	2		
37	Supply Pig Tail	EA	1000		
38	Remove old Pig Tail	EA	1000		
39	Install new Pig Tails	EA	1000		
40	Connect new Pig Tails	EA	1		
Administration costs					
41	Resource Project Manager	P/D	15		
42	Safety Officer	P/D	15		
43	Supervisor	P/D	15		
44	PPE	EA	1		
45	Consumables	EA	1		
46	Transport	EA	1		
47	Indirect overheads	P/M	1		
48	Safety file	P/M	1		
The total of the Prices (excluding VAT):					

C3: Scope of Work

C3.1 Works Information

On the 26th Kendal Power Station ash spreader caught fire on the head station at the spreader stream or 00ETK14. This fire has resulted to the loss of redundancy on the ash removal. This document outlines the Control and instrumentation AEG long line scope work to restore the ash spreader machine and the associated conveyor belts.

1. Description of the works

The Contractor must:

Restore the ash spreader AEG long line system.

Remove old AEG long line components, Supply new components, deliver to site, install, connect, and commission the new system.

2. Drawings

N/A

Drawing number	Revision	Title

3. Specifications

Title	Date or revision	Tick if publicly available
General Specifications:		
Health and Safety requirements		
Kendal Environmental Procedure for Contractors	*1018332	
To comply to Kendal Quality Manual	*1017374	
Kendal Power Station OHS Hazard Identification	*1017372	
Kendal Waste Management Procedure	*1014102	
Occupational Health and Safety Act no.85 of 1993		X
Technical specifications:		

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

- (1) Ash dust – Contractor shall provide dusk mask to the employees working at the ash dump
- (2) Falling objects – The Contractor must ensure there are no other Contractors working above them
- (3) Covid-19 – The Contractor to ensure that Covid 19 protocol are adhered to.

4.1 Meetings

- (1) The Contractor's site manager is to attend daily ash spreader recovery meeting at a time and in a venue specified by the Employer
- (2) The Contractor's safety officer or his site manager is to attend a safety meeting as specified by the Employer during the ash spreader recovery meetings.
- (3) The Contractor is to attend other planning meetings specified by the Employer during the ash spreader daily meetings

4.2 Use of standard forms

All contractual communications are in the form of properly compiled NEC 3 letters or forms. Emails and fax also be accepted form of communication.

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

Records of defined cost to be kept by the Contractor in PDF format and these will include invoices and receipts etc., they will be requested by the Employer on an as and when required basis for the assessing of compensation event and clarify any cost related queries which might arise.

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

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

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

[Insert the agreed ASGI-SA Compliance Schedule here]

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

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

4.6 BBBEE and referencing scheme

The Contractor complies to maintain or improve their BBBEE contribution Level [1], for the duration of the contract or until termination of the contract

4.7 Facilities to be provided by the Contractor

The Contractor to provide his/her own ablution facility; offices and rest area for his/her employees.

4.8 Title to material from excavation and demolition

N/A

4.9 Designs by the Contractor

N/A

4.10 Cataloguing requirements by the Contractor

N/A

5. Requirements for the programme

The Contractor submits a program, complying with the Employers requirement for start and end date, at most 2 weeks after the signing of this contract.

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

Item	Date by which it will be provided
The Employer's Representative will arrange the induction	Before commencement of the project
Water in a form of Low Pressure Service and Electricity	As and when required at a designated site assigned to the contractor by the employer for establishment
Compressed air	As and when required
Scaffolding	As and when required

C4: Site Information

Kendal Power Station is situated approximately 40km South West of Witbank in the Mpumalanga province. Construction started in 1982 and took 11 years to complete. Kendal Power Station comprises six generating sets (Units) of 686 MW each, the station capacity is 4116 MW, which is indirectly dry-cooled. The generators produce electricity at a voltage of 22KV, the generator transformers step up the transmission voltage to 400kV.

Kendal Power Station receives its coal supply of over a million tons per month from a neighbouring mine Khutala as well as other sources with varying characteristics. The ash that remains after the combustion of coal has two gradings i.e. coarse ash (5% of total ash) and fly ash (95% of total ash). The fly ash together with waste gasses passes through the electrostatic precipitators where 99.9% of the ash is collected. The coal ash is removed by a submerged scraper conveyor to the apron conveyor. The fly ash is moistened and mixed in the ash conditioners. Both gradings of ash are transported via the overland conveyors to the ash dump, where it is spread by an ash spreader, levelled and covered with topsoil and finally regressed.

The power station is a Zero Liquid Effluent Discharge Station and ISO 14001 compliant.

The main access gate to the Power Station is at 26° 5'0.96"S and 28°58'29.01"E.

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

1. Access limitations

Access to the site is via Kendal Power Station's main access gate.

Access to the site is controlled and it is governed by the terms and conditions laid out by the Power Station security officials. The Contractor shall liaise with the Power Station security staff in order to obtain temporary permits for his staff and vehicles which will be working within the power station.

The Contractor shall submit an application for vehicle permit to the Employers Representative for approval. The Contractor obtains "Gate Permit" from the Project Manager before materials and equipment can be removed from site. "Gate permit" gives itemised list of materials and equipment to be removed from site.

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

The Contractor will need to locate existing underground services on site at the ash dump before proceeding with any excavation work that may be required.

3. Hidden and other services within the *site*

N/A

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

N/A