



## NEC3 Term Service

# Short Contract (TSSC3)

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

and

for KENDAL SECURITY SYSTEM PHASE 1 C&I REPAIRS

Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments)	Page No.
<b>Part C1</b>	<b>Agreements &amp; Contract Data</b>	
	C1.1 Form of Offer and Acceptance	[3]
	C1.2 Contract Data provided by the <i>Employer's Agent</i>	[9]
	C1.2 Contract Data provided by the <i>Contractor</i>	[1]
<b>Part C2</b>	<b>Pricing Data</b>	
	C2.1 Pricing assumptions	[1]
	C2.2 Price List	[3]
<b>Part C3</b>	<b>Scope of Work</b>	
	C3.1 Service Information	[9]
	Pro Forma Task Order	[1]

Documentation prepared by: Thabile Ngcaku

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

#### THE SECURITY SYSTEM PHASE 1 C&I REPAIRS AT KENDAL 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.

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's Agent* 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:

## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

**Acceptance**

By signing this part of this Form of Offer and Acceptance, the *Employer's Agent* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer's Agent* 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's Agent* 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: Service 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's Agent* 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'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's  
Agent**

(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. \_\_\_\_\_'

## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

**Schedule of Deviations**

Note:

1. To be completed by the *Employer's Agent* 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's Agent* 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's Agent* 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's Agent* 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's Agent***

Signature

Name

Capacity

On behalf  
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &  
signature  
of witness

Date

## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

**C1.2 Contract Data****Data provided by the *Employer's Agent***

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer's Agent</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
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
	If the <i>Employer's Agent</i> appoints an <i>Employer's Agent's Agent</i> , the <i>Employer's Agent's Agent</i> is:	
14.5	Name	Thabile Ngcaku
	Address	Kendal Power Station
	Tel No.	013 647 6626
	Fax No.	N/A
	E-mail address	<a href="mailto:Ngcakut@eskom.co.za">Ngcakut@eskom.co.za</a>
	The authority of the <i>Employer's Agent's Agent</i> is	Sibongiseni Mazibuko
11.2(5)	The <i>service</i> is	Kendal Security System Phase 1 C&I repairs
11.2(6)	The Service Information is in	the document called 'Service Information' in Part 3 of this contract.
30.1	The <i>starting date</i> is.	01 July 2022
30.1	The <i>service period</i> is.	6 months
13.2	The <i>period for reply</i> is	1 week
50.1	The <i>assessment day</i> is the	25th of each month.
51.2	The interest rate on late payment is	[•]% per complete week of delay. [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's Agent</i> for loss of or damage to the <i>Employer's Agent's</i> property in excess of	the amount of the deductibles relevant to the event

## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

	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 <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).
	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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) 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	
	- 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.
<b>The conditions of contract are the NEC3 Term Service Short Contract (April 2013)<sup>12</sup> and the following additional conditions Z1 to Z11 which always apply:</b>		

**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's Agent*.
- Z1.2 Notwithstanding the above, the *Employer's Agent* 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.

<sup>1</sup> If the previous edition applies change 'April 2013' for 'September 2009'.

<sup>2</sup> 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](http://www.ecs.co.za)

**KENDAL SECURITY SYSTEM PHASE 1 C&I REPAIRS****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's Agent* 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's Agent* within thirty days of the notification or as otherwise instructed by the *Employer's Agent*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer's Agent* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Service.
- Z2.4 Failure by the *Contractor* to notify the *Employer's Agent* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer's Agent* 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's Agent* of completing the service.

**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's Agent*.
- 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's Agent* 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 *Employer's Agent's* property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Employer's Agent*. All rights in and to all such images vests exclusively in the *Employer's Agent*.
- 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**

## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

- 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 *service*. Without limitation the *Contractor*:
- 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 *service*; and
  - undertakes, in and about the execution of the *service*, 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 *service*, 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.



## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

**Z6 Provision of a Tax Invoice and interest. Add to clause 50**

- Z6.1 The *Contractor* provides the *Employer's Agent* with a tax invoice in accordance with the *Employer's Agent's* procedures stated in the Service 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's Agent* 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's Agent* 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 Agent'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's Agent*."

**Z8 *Employer's Agent's* limitation of liability; Add to clause 80.2**

- Z8.1 The *Employer's Agent's* 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 50.4**

- Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in a Task Order (if any), the *Employer's Agent* may terminate the *Contractor's* obligation to Provide the Service.
- Z10.2 If the *Employer's Agent* 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's Agent* of completing the *service*.

**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 Sub*Contractors* or Sub*Contractor'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,

**KENDAL SECURITY SYSTEM PHASE 1 C&I REPAIRS**

<b>Collusive Action</b>	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,
<b>Committing Party</b>	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,
<b>Corrupt Action</b>	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,
<b>Fraudulent Action</b>	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,
<b>Obstructive Action</b>	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
<b>Prohibited Action</b>	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 The *Employer's Agent* 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's Agent* 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's Agent* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z11.3 If the *Employer's Agent* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer's Agent* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

**Z12 Insurance****Z \_\_12.1 Replace condition of contract 82 with the following:****Insurance cover 82**

- 82.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 82.2 The *Contractor* provides the insurances in the Insurance Table A, from the *starting date* until the 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 caused by the <i>Contractor</i> to the <i>Employer's Agent's</i> property	The replacement cost where not covered by the <i>Employer's Agent's</i> insurance

## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

	The <i>Employer's Agent's</i> policy deductible as at contract date, where covered by the <i>Employer's Agent's</i> insurance
Loss of or damage to equipment, plant and materials	<p>The replacement cost where not covered by the <i>Employer's Agent's</i> insurance</p> <p>The <i>Employer's Agent's</i> policy deductible as at contract date, where covered by the <i>Employer's Agent's</i> insurance</p>
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>Employer's Agent's</i> property, equipment and other things used to Provide the Service) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service	<p><b><u>Loss of or damage to property</u></b> The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b> The amount required by the applicable law</p>
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

82.3 The *Employer's Agent* 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

## Z13 Nuclear Liability

**KENDAL SECURITY SYSTEM PHASE 1 C&I REPAIRS**

- Z13.1 The *Employer's Agent* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer's Agent* 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 44 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's Agent* or of a person acting on behalf of the *Employer's Agent*.
- Z13.3 Subject to clause Z13.4 below, the *Employer's Agent* 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's Agent* or of a person acting on behalf of the *Employer's Agent*.
- Z13.4 The *Employer's Agent* does not waive its rights provided for in section 30 (7) of Act 44 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

**Z14 Asbestos**

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

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	means the <i>Employer's Agent'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.
<b>SANAS</b>	means the South African National Accreditation System.

## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

**TWA**

means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

- Z14.1 The *Employer's Agent* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
- Z14.2 Upon written request by the *Contractor*, the *Employer's Agent* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer's Agent* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos *Contractor*, instructed by the *Employer's Agent* at the *Employer's Agent's* expense, and conducted in line with South African legislation.

## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

**Data provided by the *Contractor* (the *Contractor's Offer*)**

The tendering *Contractor* is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN)<sup>3</sup> 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 24 of the TSSC3 Guidance Notes.

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

10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
	E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Cost is	%
11.2(4)	The Price List is in	<b>the document called 'Price List' in Part 2 of this contract.</b>
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	<b>R excluding VAT [in words]</b>
		<b>excluding VAT</b>
11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	<b>R excluding VAT [in words]</b>
		<b>excluding VAT</b>

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902, or [www.ecs.co.za](http://www.ecs.co.za).

## C2 Pricing Data

### C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer's Agent* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer's Agent* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer's Agent* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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, Expected 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 a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected quantity column.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

**C2.2 Price List****Part 1**

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Item no.	Description	Unit	Quantity	Rate	Price
1	Supply Morpho Wave Desktop (Standalone Enrolment Station)	Each	1		
2	Install Morpho Wave Desktop (Standalone Enrolment Station)	Each	1		
3	Latest enrolment software to be used	Sum	1		
4	Supply Morpho Wave Reader Compact	Each	20		
5	Install Morpho Wave Reader Compact	Each	20		
6	Supply DC boom gate system	Each	5		
7	Install DC boom gate system	Each	5		
8	Supply Fibre to network field devices	Each	48		
9	Install Fibre to network field devices	Each	48		
10	Supply Patch Leads	Each	48		
11	Install Patch Leads	Each	48		
12	Supply Power supplies	Each	48		
13	Install Power supplies	Each	48		
14	Supply HID R10 card reader	Each	5		
15	Install HID R10 card reader	Each	5		

**Note**

- Above prices exclude VAT, but include all other costs related to the works

**Contractor:**\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATE



## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

**Part 1... continues**

16	Reset & reprogram all cameras (as per SOW)	Sum	1		
17	Supply AXIS Q1942-E Thermal Network Camera	Each	16		
18	Install AXIS Q1942-E Thermal Network Camera	Each	16		
19	Alarm system on all substations connected to security control room	Sum	1		
20	Commissioning of the whole system	Sum	1		
21	PPE - Health & Safety	Sum	1		
<b>TOTAL</b>					

**Note**

- Above prices exclude VAT, but include all other costs related to the works

**Contractor:**\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATE

## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

## Price List

## HEALTH AND SAFETY

Item	Description	Qty	Price ea/ person	Total price
1	Medicals (only if annual medical certificate expired)			
2	Health and Safety Plan	1		
3	Health and Safety File	1		
4	Safety Training			
5	Health and Safety Officer (if >40 employees)	N/A		
6	Hard hats with strips (Hooked on the hats itself not inside)			
7	Overalls			
8	Gloves			
9	Shoes (Safety boots)			
10	Hearing protection			
11	Safety goggles			
12	Safety harnesses (with big hooks not small hooks)	N/A		
13	First Aid box for every 50 employees	1		
14	Dust mask			
15	Site Establishment			
16	Site de-establishment			
<b>TOTAL VALUE FOR HEALTH AND SAFETY FOR THE FULL CONTRACT PERIOD</b>				<b>R</b>

Safety price list Rev 4 Sept 2010

The above prices excludes VAT

- \* Training: 1) Includes Manual, Assessment Documents, Theoretical Training, Practical Training & Panel Test.  
 2) Receipt must be provided to the Instructor as proof of payment before training will commence.  
 3) Payments to be made to the Finance Department, Kendal Power Station. GL Account 750400 / CC 311407

It is compulsory for the Contractor to visit Kendal Safety Department after contract award and before any work may commence to:

- 1) be appointed in writing, and
- 2) sign an Agreement according to Section 37(2) of the Occupational Health and Safety Act No 85

Suppliers are not, under any circumstances, to deviate from the required stipulated format for the provision of pricing.

**Contractor:**\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATE

## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

## C3: Scope of Work

### C3.1 Service Information

#### 1. Description of the service

Kendal Power Station requires the following scope to be carried out in order to get the security system up and running effectively again. These areas have not been functioning as a result of no maintenance been done.

The scope of work to be carried out is as follows:

#### Access Control System

- Kendal has an enrolment station which is linked to the Megawatt Park via Eskom park. No personnel can be enrolled or removed from the database due to the DSA link not functioning. As a result Kendal Power Station would like to install a standalone system which is not dependent on any other connection outside Kendal. This will allow Kendal to enrol or remove personnel when needed and will allow independent maintenance on the system. This mitigates the risks currently being experienced.
- Due to the COVID 19 pandemic, all access control points should be changed to the new Morpho Biometric wave reader for areas which gain access into the station. This will also ensure that the latest technology is installed. The new wave readers must still adopt double verification using access card and wave combination.
- 

	Description	Specification/Use
1	Morpho Wave Desktop (Standalone Enrolment Station)	Contactless Fingerprint reading for indoor use
		Quantity : 1
		Interface: PC/laptop through USB 3.0
		Used for enrolment and deactivation of personnel
		Software must be compatible with windows 10
		Must be able to handle a high volume of people
		Access card programming
2	Latest enrolment software to be used	Must allow users to be able to specify access rights
		Software must be compatible with windows 10
		Must be able to create data logs with time stamps as to when a person enters and exits the station
		Must allow for dual identification via Contactless fingerprint reading and access card verification
3	Entry and Exit lanes as well as Entry and Exit turnstiles	Field device Access control readers at the entry and exit Boom gates
		Install a Morpho Wave reader Compact

**KENDAL SECURITY SYSTEM PHASE 1 C&I REPAIRS**

		Quantity: 20
		Must allow for dual identification via Contactless fingerprint reading and assess card verification
		Must have a high throughput
		Must be IP 65 rated as this will be for outdoor use
		Must be wall mountable
		Must be able to read wet and dry fingers
4	Boom Gates	Must be changed to the newer DC boom system
		Quantity: 5 new DC boom systems to be installed
		Must be linked to the spikes which must operate faster
		The current sensors and magnetic loops on the ground shall remain and be reused as a safety feature which will open the boom and drop the spikes if the sensors detect any vehicles.
5	Subnetwork field devices including patch leads and power supplies	Fibre to network field devices: Quantity - 48 Patch Leads:- Quantity - 48 Power supplies: Quantity - 48
6	Main Network	Reset main network if needed
7	Main Security Office, Control Room Door, Exit Door (Door leading out to turnstiles), Rear Exit Door (Door close to security offices), SSB Building door,	Replace Readers with a HID R10 card reader only Quantity: 5 Repair Maglocks and Replace both Door closers

**Table 1: Access Control Requirements****CCTV System**

- All faulty cameras are to be replaced with the current spare cameras which Kendal has on site. New camera models to be used for the security fence if damaged or not functioning

**Thermal Camera - AXIS Q1942-E Thermal Network Camera**

	Area	Scope
1	Perimeter	Reset and reprogram all cameras. Provide new thermal cameras.  Quantity: 10 Specification: AXIS Q1942-E Thermal Network Camera
2	Main Gate	Reset and reprogram all cameras. If damaged replace with spares on site
3	PV Plant	Reset and reprogram all cameras. If damaged replace with spares on site

**KENDAL SECURITY SYSTEM PHASE 1 C&I REPAIRS**

4	Units 1-6	Reset and reprogram all cameras. If damaged replace with spares on site
5	ID Fans	Reset and reprogram all cameras. If damaged replace with spares on site Repair network at ID fans
6	Coal Conveyor	Reset and reprogram all cameras. Provide new thermal cameras. Quantity: 2 Specification: AXIS Q1942-E Thermal Network Camera
7	Ash Plant	Reset and reprogram all cameras. Provide new thermal cameras. Quantity: 2 Specification: AXIS Q1942-E Thermal Network Camera
8	Training Center	Reset and reprogram all cameras. If damaged replace with spares on site
9	Stores	Reset and reprogram all cameras. If damaged replace with spares on site
10	Propane plant	Reset and reprogram all cameras. If damaged replace with spares on site
11	Gas Turbine	Reset and reprogram all cameras. Provide new thermal cameras. Quantity: 2 Specification: AXIS Q1942-E Thermal Network Camera
12	SSB building	Reset and reprogram all cameras. If damaged replace with spares on site

**Table 2: CCTV Requirements****2. Specifications**

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
<b><u>Technical specifications:</u></b>		

**KENDAL SECURITY SYSTEM PHASE 1 C&I REPAIRS**


**3. Constraints on how the *Contractor* Provides the Service****3.1 Meetings**

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Weekly on a slot determined by the <i>Employer's Agent's Agent</i>	Kendal Power Station	<i>Employer's Agent, Contractor, Supervisor, and all parties involved</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

On ad-hoc basis it is compulsory for the *Contractor* to attend safety work stoppage meetings that are being called by the Power Station.

The *Contractor* to have daily safety meetings with his/her team members before commencement of any activities

All necessary tools, equipment required to deliver the Works not mentioned in this scope shall be provided by the *Contractor*.

All Supervisors to attend Plant Safety Regulation training.

**3.2 Use of standard forms**

Documentation shall be identified with an alpha numeric which indicates source, recipient, communication numbers etc.

All contractual communications shall be in the form of a properly compiled letters on a company letter head or forms attached to an e-mail, and not as a message in the e-mail itself.

**KENDAL SECURITY SYSTEM PHASE 1 C&I REPAIRS****3.3 Invoicing and payment**

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer's Agent* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer's Agent* 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 Agent's* VAT registration number 4740101508;
- The total of
  - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
  - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- 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 all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

**3.4 Records of Defined Cost**

Should the *Contractor* purchase any third party services that are required which he or she cannot provide, the plant spares and consumables on a **Defined Cost Plus Fee option** where *Contractor* obtains a quotation from the OEM or services provider and provides it to the contract manager for acceptance before procurement can commence. The *Contract Manager* reserves the right to reject the quotation if the services or consumables or spares are not in line with the contract information.

#### 4. Requirements for the plan

## 5. Services and other things provided by the *Employer's Agent*

[illegible]

## 6. Property affected by the service

***Employer's Agent's site entry and security control, permits, and site regulations***

The *site* is a National key point, therefore the *Contractor* shall familiarize themselves with the National key point Act 102 of 1980 as it applies for Kendal Power Station. The site can be easily accessed via the main access gate of Kendal Power station. Permits to enter into the station will be obtained from the power station Main access gate. *Contractor* shall comply with local / Kendal Power Station safety and security regulations. *Contractor* shall take note that no cameras and laptops shall be allowed into Eskom *site* without necessary authorization and permits. Access forms are obtainable from the *Services Manager*.

## People restrictions, hours of work, conduct and records

The normal operating hours for office based employees at Kendal power station with full staff is from Mondays at 07:15 to Thursdays at 16:30 and on Fridays from 07:15 to 12:15. Operating personnel work on a three shift system within a 24 hours cycle. The first shift start at 7am – 15:30; second shift begins at 15:30 to 23:00, and the last shift from 23:00 until 7am the following day. It is up to the *Contractor* to decide whether to adopt this working system for his/her employees

The *Contractor* shall keep records of his people on site as per the workers register.



**KENDAL SECURITY SYSTEM PHASE 1 C&I REPAIRS****Records of *Contractor's* Equipment**

All equipment to be delivered to site by the *Contractor* shall be recorded when entering and leaving site.

**Equipment provided by the *Employer's Agent***

The *Employer's Agent* shall provide scaffolding as and when required

**Site services and facilities****Provided by the *Employer's Agent***

The *Employer's Agent* will provide an area where the *Contractor* can erect his/her offices and workshop. Electricity is available however the Distribution board as well as the cable going to the distribution boards shall be the responsibility of the *Contractor*

**Provided by the *Contractor***

The *Contractor* shall factor in the following in his/her rates for providing the service:

- Accommodation
- Storage
- Vehicle(s)
- Office equipment
- The *Contractor* shall provide ablutions of his/her employees
- The *Contractor* shall provide water

The *Contractor* shall remove all these facilities from site after completion of the contract.

**Control of noise, dust, water and waste**

Control of waste shall be as per environmental waste management procedure.

The *Employer's Agent* shall inform the *Contractor* on where to take the scrap and rubbles to

**Hook ups to existing works**

Water and power supply shall be hooked from the existing facilities already available at the *Contractor's* yard on site. The successful bidder will be allocated a designated area during the kick off meeting in order to set up his/her office and workshop.

**KENDAL SECURITY SYSTEM PHASE 1 C&I REPAIRS****Information about the *site* at time of tender which may affect the work in this contract****General**

The Power Station is situated approximately 40 km outside Witbank in the Mpumalanga. It is approximately 100 km from Johannesburg in Gauteng, 10 km of the N12 freeway.

**Climate**

Kendal Power Station is situated in a summer rainfall area with an average annual precipitation of about 750 mm falling almost entirely during the months of October to April. The average rainfall per month generally exceeds 40 mm during this period, although drought periods do occur which can last for 20 days or longer. Drought periods occur most frequently during the months of October/November and March/April. January is statistically the highest rainfall month with an average monthly rainfall of about 130 mm. June has the lowest rainfall with an average monthly rainfall of about 7 mm.

Approximately 85% of the annual rainfall occurs in the summer months and heavy falls of 125 to 150 mm occasionally occur in a single day. The annual average number of thunderstorms is about 75. These storms are often violent with severe lightning and strong (but short-lived) gusty winds and are sometimes accompanied by hail. This region has among the highest hail frequencies in South Africa; about 4 to 7 occurrences (depending mainly on altitude) may be expected annually.

January is normally the hottest month with an average daily maximum temperature of 27°C with a mean daily temperature in winter being about 16°C. Winter average daily temperatures vary from 18,5°C maximum to -1°C minimum. The extreme temperatures recorded range from 34,7°C to - 12,4°C for the period 1920 - 1984. (Source: Weather Bureau, Pretoria)

Winds are generally light to moderate except during thunderstorms. Generally the prevailing wind directions are from the north west during the day and from the east at night. During daytime, the prevailing winds are from the north western sector. During night time, the prevailing winds are from the north eastern sector. The highest recorded wind speeds are on average 17,6 km/hour. The average wind velocity over the year is 14,5 km/hour.

Evaporation for the area is in the range of 75 mm to 190 mm per month, with an average monthly evaporation at the Station B 1E 001 (Witbank Dam) of 127 mm for a precipitation of 58 mm from 1963 to 1989. The highest evaporation occurs in December, and the lowest in June.

Kendal power Station has an Environmental Monitoring Station within 5 kilometres of the site. The Station measures hourly wind speed, temperature and other parameters. Data from this Station is available on request.

**General layout of Kendal Power Station**

The General layout of the station is available on drawing 64.

**Access limitations**

Access will only be granted upon compliance with the Eskom permit system, legal appointments and per accepted programme (by the Employer).

**KENDAL SECURITY SYSTEM PHASE 1 C&I REPAIRS****Details of existing buildings / facilities which *Contractor* is required to work on**

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 grading 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 grading 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 maximum continuous rating of each boiler at the turbine stop valves is 577kg/s with superheated steam temperature and pressure of 540 degrees Celsius and 17,24MPa respectively.

The water usage at Kendal Power Station is minimal (0.1 litre per kilowatt-hour). The water comes from the Vaal and Usutu Water Schemes alternatively. The WTP produces potable and demineralised water, conducts water balancing and effluent management, chemistry control and monitoring of all process water. The CP plants, one at each unit, are used for the polishing of condensate water on the units while the CP Regeneration plant does the transfers and regeneration of the Unit CP resin and is located in the Water Treatment Plant.

The power station had a DIIR of 0.2 in 2005, but is continuously striving towards a DIIR of 0 which has been achieved on 11 August 2006. Kendal Power Station has been graded as a NOSA Integrated Platinum Five Star facility in June 2006.

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

## KENDAL SECURITY SYSTEM PHASE 1 C&amp;I REPAIRS

# Task Order

**Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis**

Task Order No.      [•]      *service*      [•]

To: [•].....  
..... (Contractor)

I propose to instruct you to carry out the following task:

Description      [•]

Starting date      [•]

Completion Date      [•]

Delay damages per week      [•]

Please submit your price and programme proposals below.

Signed:      Date

(for *Employer's Agent*)

Total of Prices for items of work on the Price List  
(details attached)

R. \_\_\_\_\_

Total of Prices for items of work not on the Price List  
(details attached).

R. \_\_\_\_\_

Total of the Prices for this Task Order R \_\_\_\_\_

The programme for the Task is      ..... [ref] (attached)

Signed:      Date

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed:      Date:

(for *Employer's Agent*)