

	General Conditions of Purchase Appointment of <i>Employer's</i> Representative	
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THIS IS NOT AN NEC DOCUMENT – TO BE USED FOR INTERNAL CONTROL PURPOSES ONLY

Description of the works: The supply and delivery of various Miscellaneous (Metals) consumables & components

Eskom Holdings SOC Limited Group	KOEBERG NPS	Department	Materials Management
PR / MR number	Various PRs	Cost centre number	3P29000

In terms of the power vested in me, I appoint you to act as the **Employer** in terms of Eskom's General Conditions of Purchase, for the purposes of the above works.

You are responsible, **for the above works**, and the following:

1. Assist in defining the scope of work and clarifying the requirements of the customer.
2. Co-ordinate and administer the pre-tender contract phase including obtaining consent from the relevant technical and commercial managers to the tender before issue.
3. Co-ordinate and administer the request for offer phase including obtaining consent from the relevant technical and commercial managers to continue with work prior to task order placement.
4. Ensure that the task orders are issued through the Commercial department at the appropriate time.
5. Evaluate the offers received technically and assist in the preparation of the evaluation report, including the motivation for the required contract budget and the time window.
6. Participate in obtaining approval from the Adjudication Authority to place the contract (**you are not a signatory to the contract**) and in obtaining any other approvals required, and that a mandate is obtained to manage the compensation events, should that be the case, via the Delegation Consent Form (DCF).
7. Manage the compensation events in accordance with the **Delegation Consent Form (DCF)**.
8. Ensure proper expenditure control so as not to exceed the appropriate cost and period allowances for the contract.
9. Ensure that task orders are authorised only for the scope of the contract for which you have authority.
10. Ensure that the work performed is assessed at the time intervals as specified in the Contract Data.
11. Authorise payment by means of approving the relevant time sheets or completion certificates.
12. Ensure that retention monies are properly accounted for, and ensure that money is released timeously.
13. Conduct early warning meetings in accordance with the NEC conditions of contract, and ensure that these meetings are properly documented.
14. Participate/arrange site meetings, clarification meetings or any other meetings required.
15. Protect at all times Eskom's interest by ensuring that the *Supplier* did all duties in accordance with the contract.
16. Ensure that payment takes place timeously, as non-payment could result in interest payments, which is clearly not in Eskom's interests.
17. Ensure compliance with the requirements as set out in the Construction Regulations framed under the Occupational Health and Safety Act No. 85 of 1993.

In exercising your duties as the **Employer's Representative**, you will only have the authority delegated to you as stipulated on the **Delegation Consent Form (DCF)** relevant to each contract or part thereof that you manage. Any adjustment of the authority stipulated must be approved by the same adjudication authority, that is, any modification to the DCF value or amendments to the contract period must be approved by the original approval authority prior to the commencement of any work.

