



## Framework Contract

This contract should be used for the appointment of one or more suppliers to carry out construction work on an 'as instructed' basis over a set term

**Establishment of a Framework Agreement for a prequalified panel/list of contractors for the construction and refurbishment of 66/132 HV lines within the Cape Coastal Cluster (Eastern Cape and Western Cape)**

An NEC document

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## AMENDMENTS APRIL 2013

The following amendments have been made to the June 2005 edition. Full details of all amendments are available on [www.neccontract.com](http://www.neccontract.com).

| Page | Clause                             | Line  |
|------|------------------------------------|---|
| 1    | 20.1                               | 1 replace paragraph   |
| 2    | 22<br>22.1<br>22.2<br>22.3<br>22.4 | 1 replace 'Package Order' with 'Quotation'<br>1 replace clause<br>1 replace clause<br>1 replace clause<br>1 delete clause |
| 3    | 1st bullet point                   | 2 replace 'June 2005' with 'April 2013'   |

## nec<sup>3</sup> Framework Contract

### CORE CLAUSES

|                                     |  |
|-------------------------------------|--|
| <b>Actions</b>                      | <b>10</b>  |
|                                     | 10.1 The <i>Employer</i> and the <i>Supplier</i> shall act as stated in this contract and in a spirit of mutual trust and co-operation.  |
| <b>Identified and defined terms</b> | <b>11</b>  |
|                                     | 11.1 In these conditions of contract, terms identified in the Contract Data are in italics and defined terms have capital initials.  |
|                                     | 11.2 (1) The Parties are the <i>Employer</i> and the <i>Supplier</i> .<br>(2) Framework Information is information which specifies how the Parties work together and is in the document which the Contract Data states it is in.<br>(3) A Work Package is work which is to be carried out under this contract.<br>(4) A Package Order is an instruction to carry out a Work Package.<br>(5) A Time Charge Order is an instruction to provide advice on a proposed Work Package on a time charge basis.   |
| <b>Communications</b>               | <b>13</b>  |
|                                     | 13.1 Each instruction, submission, notification, reply and other communication which this contract requires is communicated in a form which can be read, copied and recorded.  |
|                                     | 13.2 A communication has effect when it is received at the last address notified by the recipient for receiving communications or, if none is notified, at the address of the recipient stated in the Contract Data.   |
| <b>The Parties' obligations</b>     | <b>20</b>  |
|                                     | 20.1 When the <i>Employer</i> requires work to be carried out within the scope, he provides the additional Contract Data specific to the work and selects a supplier using the <i>selection procedure</i> .  |
|                                     | 20.2 The <i>Supplier</i> obeys an instruction which is in accordance with this contract and is given to him by the <i>Employer</i> .   |
|                                     | 20.3 The <i>Supplier</i> attends meetings with the <i>Employer</i> and others as stated in the Framework Information.  |
| <b>Time Charge Order</b>            | <b>21</b>  |
|                                     | 21.1 If he requires advice from the <i>Supplier</i> for a proposed Work Package, the <i>Employer</i> issues a Time Charge Order to the <i>Supplier</i> .   |
| <b>Quotation</b>                    | <b>22</b>  |
|                                     | 22.1 When instructed by the <i>Employer</i> , the <i>Supplier</i> submits a quotation in accordance with the <i>quotation procedure</i> . The <i>Supplier</i> submits details of his assessment with the quotation. The assessment is made using the <i>quotation information</i> . The <i>Employer</i> replies to the submission within one week of receiving the quotation. His reply is <ul style="list-style-type: none"> <li>• issue of a Package Order accepting the quotation,</li> <li>• an instruction to submit a revised quotation or</li> <li>• a notification that the proposed Package Order will not be issued to the <i>Supplier</i>.</li> </ul> |

- 22.2 If a quotation is to be revised, the *Employer* advises the *Supplier* of the reasons for not accepting the quotation and the *Supplier* submits a revised quotation within one week of receiving the *Employer's* reply.
- 22.3 The *Supplier* does not do any work included in a proposed Work Package until he has received a Package Order.
- Completion** **30**
- 30.1 After the *end date*,  
the *Employer* may not issue a Time Charge Order or Package Order,  
the *Supplier* completes time charge work and Work Packages ordered before the *end date*.
- Termination** **90**
- 90.1 Either Party may terminate their obligations under this contract at any time by notifying the other Party.
- 90.2 After a Party has notified termination,  
the *Employer* may not issue a Time Charge Order or Package Order and  
the *Supplier* completes time charge work and Work Packages ordered before the notification.

## CONTRACT DATA

### Part one – Data provided by the *Employer*

#### The Data which will apply to all work under the Framework Contract is

- The conditions of this contract are the clauses of the NEC3 Framework Contract April 2013.
- The *Employer* is  
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  
Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg.
- The Framework Information is in the ECC or ECSC NEC Contracts that will be issued via the closed tender process as the need for a project arises and will be sent out to the pre-qualified list of contractors based on the scope of the HV Lines project.
- The scope is in the ECC or ECSC NEC Contracts that will be issued via the closed tender process as the need for a project arises and will be sent out to the pre-qualified list of contractors based on the scope of the HV Lines project.

The scope of this service will be for the construction and refurbishment of HV Lines and will generally include but is not limited to the following activities:

#### 1. Civil work - Foundations

- Route profile, surveying and pegging
- Geotechnical – soil profiling and nominations
- Access roads
- Foundations – drilling, piling, excavation, formwork, backfilling and testing

#### 2. Structure assembly & erection:

- Structure assembly, erecting, hoisting and lifting
- Structure dressing and hardware assembly

#### 3. Stringing and regulating:

- Running out and installing conductor – handling, surface preparation and laying out
- Stringing of conductor and regulating

#### 4. Jointing and make-off

- Jointing, crimping and clamping.

#### Excluded from this scope are:

- HV underground cable installations
- Stringing and terminating of fibre networks (ADSS or OPGW)

- The *selection procedure* is:

Following an open market enquiry, the Framework Agreement will facilitate a suite of contracts with terms and conditions agreed upon upfront, which will allow the Employer to appoint a contractor by issuing closed tender to the pre-qualified contractors only (the prequalified list can also be increased during the framework period as deemed necessary and if required). The contractors will deliver all the resources and part materials to perform the service, as dictated by each closed tender request with project specific requirements issued by the Employer.

As described in the invitation to tender and procurement strategy under PART D: COMMERCIAL EXECUTION STRATEGY. PHASE 2 – CLOSED TENDER evaluation criteria.

- The *quotation procedure* is:

Adjudication for closed process

The evaluations at open tender process will be adjudicated by R300m Cape Coastal Cluster Tender Committee. Thereafter, as, and when requests for individual projects are received from the end users – a close tender process with the qualifying contractors will follow in line with the above selection process. Depending on the estimated/tender value of each project request, adjudication will either follow dual, triple or tender committee route for approval. Project specific contract will be awarded to the highest scoring tenderer in terms of Price and Preference. PPPFA scoring at 80/20 or 90/10 will be applied and this will depend on the threshold of each transaction during the close tender process.

As described in the invitation to tender and procurement strategy under PART D: COMMERCIAL EXECUTION STRATEGY. PHASE 2 – CLOSED TENDER evaluation criteria.

- The *end date* is: agreement will be for a period of 5 years with a start and completion date as stated in the Letter of Acceptance

**The Data which will apply to all Package Orders (via the closed tender process):**

will be included in the Contract Data part one entries for the Options selected from the NEC Contracts (ECC or ECSC) to be used for a Works Package.

## Part two – Data provided by the *Supplier*

### The Data which will apply to all work under the Framework Contract is

- The *Supplier* is

Name .....

Address .....

.....

- The *quotation information* is in: will be submitted during the closed tender process.

### The Data which will apply to all Package Orders (via the closed tender process):

will be included in the Contract Data part two entries for the Options selected from the NEC Contracts (ECC or ECSC) to be used for a Works Package