



NEC3 Engineering and Construction

Short Contract (ECSC3)

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

and (Various Contractors)

for Maintenance and Repairs of Medium and High Voltage (11kV to 132kV) underground cables

Contents:	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (May 2010 amendments)	Page No.
Part C1	Agreements & Contract Data	
	C1.1 Form of Offer and Acceptance	[•]
	C1.2 Contract Data provided by the <i>Employer</i>	[•]
	C1.2 Contract Data provided by the <i>Contractor</i>	[•]
Part C2	Pricing Data	
	C2.1 Pricing assumptions	[•]
	C2.2 Price List	[•]
Part C3	Scope of Work	
	C3.1 Works Information	[•]
Part C4	Site Information	[•]

Documentation prepared by: Zahir Khan

Zahir Khan

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:

Maintenance and Repairs of Medium and High Voltage (11kV to 132kV) underground cables

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 @ 14% 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):	Zahir Khan
	Address	Eskom Distribution PO Box 222 Brackenfell 7560
	Tel No.	021 980 3188
	Fax No.	+27 86 574 2775
	E-mail address	khanzh@eskom.co.za
11.2(11)	The <i>works</i> are	Maintenance and Repairs of Medium and High Voltage (11kV to 132kV)
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	Various sites within the Western Cape operating unit
30.1	The <i>starting date</i> is.	1st September 2023
11.2(2)	The <i>completion date</i> is.	1st September 2026
13.2	The <i>period for reply</i> is	3 days

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.

40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	2 weeks, unless the defects has caused an interruption of supply in which case the defects correction period should be as soon as practically possible.
50.1	The <i>assessment day</i> is the	Every third day from completion of execution
50.5	The <i>delay damages</i> are	R2000 penalty per day
50.6	The retention is	
51.2	The interest rate on late payment is	0.5% per complete week of delay
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

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.

includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z3 Ethics

Z3.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

Z3.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Works if the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

Such practices include making of offers, payments, considerations, or benefits of any kind or otherwise, whether in connection with any procurement process or contract with the *Employer* or other people or organisations and including in circumstances where the *Contractor* or any such member is removed from the an approved vendor data base of the *Employer* as a consequence of such practice.

Z3.3 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*.

Z4 Confidentiality

Z4.1 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.

Z4.2 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*.

Z4.3 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.

Z4.4 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*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to clause 12.2:

Z5.1 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.

Z6 Health, safety and the environment

- Z6.1 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.
- Z6.2 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.

Z7 Provision of a Tax Invoice and interest. Add to clause 50

- Z7.1 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.
- Z7.2 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.
- Z7.3 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.

Z8 Notifying compensation events

- Z8.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z9 *Employer's* limitation of liability; Add to clause 80.1

- Z9.1 The *Employer* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z10 Termination: Add to clause 90.2, after the words "or its equivalent":

- Z10.1 or had a business rescue order granted against it.

Z11 Addition to Clause 50.5

Z11.1 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*.

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 <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	NIL%
63.2	The percentage for overheads and profit added to other Defined Cost is	NIL%
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
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

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

Skilled workers

- Site supervisor
- Design Engineer (ECSA registered)
- Site Engineer
- Bricklayer
- Plasterer
- Welder
- Labourer
- General Worker
- Cable joiner
- Fluid Cable Technician
- Protection Technician
- Civil Contractor
- Electrical Contractor
- Mobile Crane operator
- Cable Technician, or Cable Installer, cable tester

C2.2 Price List

The Price List is as follows / contained in _____ (delete the text which does not apply and this note)

Item no.	Description	Unit	Quantity	Rate
	Civil work HV cables			
	Excavation by hand next to existing cables			
	Excavation using mechanical equipment			
	Trial holes			
	Cable surround:Supply of 1,2 K.m/W cable surround			
	Install imported cable surround			
	Supply imported backfill			
	Remove spoil to tip			
	Install HV cable -1C 300-1000mm2			
	Install HV cable -1C larger than 1000mm2			
	Install HV cable -3C 300-1000mm2			
	Install HV cable -3C larger than 1000mm2			
	Install 32mm HDPE pipe			
	Supply timber for trench timbering			
	Install timber for trench timbering			
	Reinstate sidewalk - tarmac including material			
	Reinstate kerb - using existing kerbing incl. material			
	Reinstate kerb - new including material			
	Supply and install danger tape			
	Site clearance			
	Return scrap cable to Employer's Store			
	Supply and Install Cable Slabs			

Fibre related				
	Install fibre optic cable joint			
	Install fibre optic termination complete			
	Fibre optic tests before and after laying			
	Construct fibre optic manhole			
Earthing and bonding				
	Replace 6Way disconnecting link box earthed (kiosk type)			
	Replace 6Way disconnecting link box earthed (Manhole type)			
	Replace 6Way cross-bonding link box with SVL (kiosk type)			
	Replace 6Way cross-bonding link box with SVL link box (Manhole type)			
	Replace 3Way disconnecting link box earthed(kiosk type)			
	Replace 3Way disconnecting link box earthed(Manhole type)			
	Replace 3Way cross-bonding link box with SVL (kiosk type)			
	Replace 3Way cross-bonding link box with SVL link box (Manhole type)			
	Replace SVL			
	Replace Earth link			
	Replace Cross bonding link			
	Replace SVL			
	Replace bonding lead			
	Waterproofing/sealing link box			
	Inspection of link box			
	Perform sheathing integrity test			
	Sheath-bonding verification			
	Testing of contact resistances for earth and bonding connections			
	Bonding lead circulating current and sheath standing voltage measurements			
Jointing and termination				
	Labourer per hour (normal)			
	Labourer per hour (overtime)			
	Labourer per hour (Sunday)			
	Semi-skilled worker per hour (normal)			
	Semi-skilled worker per hour (overtime)			
	Semi-skilled worker per hour (Sunday)			
	Supervisor per hour (normal)			
	Supervisor per hour (overtime)			
	Supervisor per hour (Sunday)			
	Fluid Cable Technician only			
	Fluid Cable Engineer only			
Install terminations				
	Install 66kV Single Core Termination – XLPE Cable – 300-1000mm ²			
	Install 66kV Single Core Termination – XLPE Cable – 1200-1800mm ²			
	Install 66kV Single Core Termination – XLPE Cable – 2000 - 2500mm ²			
	Install 66kV 3Core Termination – XLPE Cable			
	Install 132kV Single Core Termination – XLPE Cable – 300-			

	1000mm2			
	Install 132kV Single Core Termination – XLPE Cable – 1200-1800mm2			
	Install 132kV Single Core Termination – XLPE Cable – 2000 - 2500mm2			
	Install 132kV 3Core Termination – XLPE Cable			
	Install 66kV Single Core Termination – O/FCable – 300-1000mm2			
	Install 66kV Single Core Termination –O/F Cable – 1200-1800mm2			
	Install 66kV 3Core Termination – O/FCable			
	Install 132kV Single Core Termination – XLPE Cable – 300-1000mm2			
	Install 132kV Single Core Termination – XLPE Cable – 1200-1800mm2			
	Install 132kV Single Core Termination – XLPE Cable – 2000 - 2500mm2			
	Install 132kV 3Core Termination – O/FCable			
	Install joints			
	Install 132kV Single Core Joint – Transition O/F-XLPE – 300-1000mm2			
	Install 132kV Single Core Joint – Transition O/F-XLPE – 1200-1800mm2			
	Install 132kV 3Core Joint – Transition O/F- XLPE Cable			
	Install 66kV Single Core Joint – Transition O/F-XLPE – 300-1000mm2			
	Install 66kV Single Core Joint – Transition O/F-XLPE – 1200-1800mm2			
	Install 66kV 3Core Joint – Transition O/F- XLPE Cable			
	Install 66kV Single Core Joint – XLPE Cable – 300-1000mm2			
	Install 66kV Single Core Joint – XLPE Cable – 1200-1800mm2			
	Install 66kV Single Core Joint – XLPE Cable – 2000 - 2500mm2			
	Install 66kV 3Core Joint – XLPE Cable			
	Install 132kV Single Core Joint – XLPE Cable – 300-1000mm2			
	Install 132kV Single Core Joint – XLPE Cable – 1200-1800mm2			
	Install 132kV Single Core Joint – XLPE Cable – 2000 - 2500mm2			
	Install 132kV 3Core Joint – XLPE Cable			
	Install 66kV Single Core Joint – O/FCable – 300-1000mm2			
	Install 66kV Single Core Joint –O/F Cable – 1200-1800mm2			
	Install 66kV 3Core Joint – O/FCable			
	Install 132kV Single Core Joint – XLPE Cable – 300-1000mm2			
	Install 132kV Single Core Joint – XLPE Cable – 1200-1800mm2			
	Install 132kV Single Core Joint – XLPE Cable – 2000 - 2500mm2			
	Install 132kV 3Core Joint – O/FCable			
	MV Cables			
	Civil works			
	MV cable trenching			
	MV cable laying including supply and install danger tape			
	Backfilling and compaction			

	By hand next to existing cables			
	Trial holes			
	Cable surround:Supply of 1,2 K.m/W cable surround			
	Install imported cable surround			
	Supply imported backfill			
	Remove spoil to tip			
	Reinstate sidewalk - tarmac including material			
	Reinstate kerb - using existing kerbing incl. material			
	Reinstate kerb - new including material			
	MV Cable jointing			
	Install MV Cable joint 3C XLPE			
	Install MV Cable joint 3C PILC			
	Install MV Cable joint 3C Transition			
	Install MV Cable termination 3C indoor			
	Install MV Cable termination 3C Outdoor			
	Install MV Cable joint 1C XLPE			
	Install MV Cable joint 1C PILC			
	Install MV Cable joint 1C Transition			
	Install MV Cable termination 1C indoor			
	Install MV Cable termination 1C Outdoor			
	Testing			
	Cable Fault Location			
	Cable Sheath Testing			
	Continuity Testing			
	Spiking of Cable			
	33kV VLF Testing			
	132kV VLF Testing			
	Electrical Contractor : P&Gs and Pre-construction related activities			
	SHEQ Compliance	cost plus fee		
	Security	Per Guard, Per Shift		
	Site Establishment and de-establishment cost based on the requirements of the project	cost plus fee		
	Transport			
	LDV	km		
	Personnel Transport for Staff	km		
	6 m³ Tipper Truck	km		
	Transport Truck 5-10 ton	km		
	Transport Truck 5-10 ton with crane	km		
	Lowbed	km		
	Mobile Crane - To load and off-load cable drums	Per hour		
	The total of the Prices (excluding VAT):			

C3: Scope of Work

C3.1 Works Information

1. Description of the *works*

The work covered in this contract comprises of Maintenance and Repairs of Medium and High Voltage (11 kV to 132kV), Oil filled, Oil impregnated paper and XLPE cables, within Eskom Distribution Western Cape Maintenance and Operations, for a period of 3 years. The contractor shall provide specialized HV cable services including Maintenance, Testing, Investigations and Repairs of High Voltage Cable Installations. All projects to be signed off by a Professional Engineer registered with the Engineering Council of South Africa.

Civil Scope of Work:

- 1.) Pre-construction related activities. (Site Establishment, Specialised barricading, trench covers and traffic control, breaking down concrete cable duct, flagmen and road signage)
- 2.) River crossing, road crossings and embankment support. (Pipe jacking with sleeves, Directional drilling with sleeves, earth retention and soil erosion mitigation.)
- 3.) HV Cable and HV joint installation and/or decommissioning. (Road cutting; excavation, importing and backfilling of soil; rock blasting; shoring; concrete culverts; cable route markers, Pulling HV cable through a duct pipe)
- 4.) Reinstatement (Road, paved, compaction, concrete, lawn surfaces; fences.)
- 5.) Substation scope. (Limited to steel support structures for termination of HV cable.)
- 6) Excavation, recovery and redrumming of HV cable

Electrical Scope of Work:

- 1.) Pre-construction related activities. (Site Establishment, Cable installation stations including all the materials and structures hire, weather covers)
- 2.) River crossing and Road crossing. (Cable installation with bentonite and support bags.)
- 3.) HV Cable and HV joint installation or decommissioning. (Importing or backfilling of bedding and blanket soil; recovering of cable; cut and capping of cable; new cable installation, jointing and terminating ranging from 44 kV to 132 kV, Oil filled, Oil impregnated and XLPE cable; earthing; link boxes, link and pressure kiosks / manholes, installation of oil pipes and tanks; general repair; anti-theft measures; labelling; vacuum, circulating and pumping of oil; fibre optic cable laying & ducting and pilot cable repairs.)
- 4.) As-built drawings (if applicable)
- 5.) Provision of oil de-gasifying plant complete
- 6) Provision for Cable jointers, Fluid Cable Technician and Engineer
- 7) Providing for all Cable Testing i.e. Cable Sheath Testing, Continuity Testing, Pressure testing, HV VLF Testing, Ductor Testing, Cable phasing, Cable thumping (underground fault locating – cable fault location)
- 8) Transportation of all scrap material to Eskom facility's once the project is completed.
- 9) Cable design (If applicable)

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Employer*. Also include any management related constraints, invoicing and payment procedures some of which have been inserted below as a minimum guide.

4.1 Meetings

Provide information about regular meetings to be held such as early warning and compensation event meetings (suggest weekly), safety and planning meetings.

4.2 Use of standard forms

Provide details of standard forms to be used by the *Contractor* in the administration of the contract, for example early warning and compensation event notifications.

4.3 Invoicing and payment

The Z clauses make reference to invoicing procedures stated here in this Works Information. Also include a list of information which is to be shown on an invoice. The following text is provided as a guide; revise to suit actual requirements.

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.

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

4.4 Records of Defined Cost

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

4.5 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 preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

4.7 Facilities to be provided by the Contractor

State any requirements such as offices on site for the *Employer*.

4.8 Title to material from excavation and demolition

Read clause 70.2 then provide details as required. Particularly relevant in demolition where substantial amounts of copper are involved.

C4: Site Information

Site Information is information about the *site* at the time of tender which the tendering contractor needs to allow for in his rates and Prices. The information does not change after contract award, nor does it describe or specify anything which the Parties do during the contract. It is only referred to during administration of the contract if the *Contractor* encounters conditions which are different to those described here. The *Contractor* will then make a comparison between actual conditions encountered and those described here in his assessment of any additional cost or time he may need to be compensated for in order to complete the works. Disputes about the difference between the effects of conditions encountered and those which the *Contractor* allowed for in his Prices will be minimised if the information given here is complete and relevant. If no information is given the tendering contractor will need to guess what he may encounter thus tendering higher Prices to allow for conditions that may not even exist.

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

1. Access limitations

Eskom Representative will hand contractor a land owner consent form and before any work is carried out the land owner will need to sign the form in agreement that the contractor may come and work on His/her land. This form will need to be signed by the land owner the contractor and the Eskom representative.

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

If earthworks are included in the Scope of Work, provide details of the ground conditions the *Contractor* is likely to encounter when doing the work. This could vary from indicating where a test pit has been opened up for the *Contractor* to make his own observations to providing full borehole logs and associated geotechnical report.

Various ground conditions

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

Various Lattice steel towers in the Western Cape operating unit.