



NEC3 Engineering & Construction Contract

Between **ESKOM HOLDINGS SOC Ltd**
(Reg No. 2002/015527/30)

and **[Insert at award stage]**
(Reg No. _____)

for **Supply, installation and maintenance of a video wall visualisation system, including computer systems, video wall screens and all related equipment for a period up to five years.**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]
Part C4 Site Information	[•]

CONTRACT No. [Insert at award stage]

Part C1: Agreements & Contract Data

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

Supply, installation and maintenance of a video wall visualisation system, including computer systems, video wall screens and all related equipment for a period of five years.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto 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.

Options A B, C or D	The offered total of the Prices exclusive of VAT is	R [●]
Option E or F	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	R [●]
	Sub total	R [●]
	Value Added Tax @ 15% is	R [●]
	The offered total of the amount due inclusive of VAT is ¹	R [●]
	(in words) [●]	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance 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 (if applicable)

Acceptance

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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 C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	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 Returnable 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.

The tenderer shall within two weeks 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 original copy signed between them of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

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 tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. 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 ECC3 Contract Data

Part one - Data provided by the *Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X5: Sectional Completion
		X7: Delay damages
		X16: Retention
		X17: Low performance damages
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
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	The <i>Project Manager</i> is: (Name)	Neziswa Makazi
	Address	1 Maxwell Drive, Sunninghill, Sandton
	Tel	011 800 8000
	Fax	N/A
	e-mail	MakaziNP@eskom.co.za

10.1	The <i>Supervisor</i> is: (Name)	[•]	
	Address	[•]	
	Tel No.	[•]	
	Fax No.	[•]	
	e-mail	[•]	
11.2(13)	The <i>works</i> are	[•]Supply, installation and maintenance of a video wall visualisation system, including computer systems, video wall screens and all related equipment	
11.2(14)	The following matters will be included in the Risk Register	• Construction hazards, working with machinery. • Labour Strike and Community Unrest impacting access to site. • Access existing areas. • Interface and integration of the works with the running plant and other Contractors. • weather conditions (rain, wind, hailstorm, heatwave) • Construction hazards for Electrical work..	
11.2(15)	The <i>boundaries of the site</i> are	[•] Eskom's Primary Energy Control Centre	
11.2(16)	The Site Information is in	Part 4: Site Information	
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	24 hours during outages and emergencies, 3 working days for other requests during the normal operations in execution of the contract	
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	31 March 2026	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Project plan	[•]
		2 [•]	
		3 [•]	[•]
30.1	The <i>access dates</i> are:	Part of the Site	Date

		1	[•]	[•]
		2	[•]	[•]
		3	[•]	[•]
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two weeks of the Contract Date.		
31.2	The <i>starting date</i> is	1 December 2025		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1-week week		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	The Employer will take over the Works at the Completion of the whole of the Works		
4	Testing and Defects			
42.2	The <i>defects date</i> is	Fifty-two (52) weeks after Completion of the whole or section of the works.		
43.2	The <i>defect correction period</i> is	Two (2) weeks		
	except that the <i>defect correction period</i> for	Emergency is Twenty – Four (24) hours		
	and the <i>defect correction period</i> for	Load Loss is Twenty – Four (24) hours		
5	Payment			
50.1	The <i>assessment interval</i> is	between the 30 day of each successive month.		
51.1	The <i>currency of this contract</i> is the	South African Rand.		
51.2	The period within which payments are made is	4 weeks.		
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands		
6	Compensation events			
60.1(13)	The place where weather is to be recorded is:	[•]		
	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm)		
		the number of days with rainfall more than 10 mm		
		the number of days with minimum air temperature less than 0 degrees Celsius		
		the number of days with snow lying at 09:00 hours South African Time		
		and these measurements:		

The *weather measurements* are supplied by [•]

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at: [•]

and which are available from: **the South African Weather Bureau and included in Annexure A to this Contract Data provided by the *Employer***

60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	As stated in Annexure A to this Contract Data provided by the <i>Employer</i>. Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.
7	Title	To be managed ss per core clause 7 of the NEC3 ECC
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Natural disaster 2. Industrial action 3. Community Unrest
9	Termination	To be managed as per core clause 9 of the NEC3 ECC
10	Data for main Option clause	
A	Priced contract with activity schedule	As stated in Part C2.1, Pricing Assumptions
11	Data for Option W1	
W1.1	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	[•]
W1.2(3)	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.
W1.4(2)	The <i>tribunal</i> is:	arbitration.

W1.4(5)	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.

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	[•].		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		[•]	non-adjustable	
	Total	1.00		

X2	Changes in the law	Becomes a Compensation Event only if the changes in the Law of the Republic of South Africa took place after the Contract Date.
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X3	Multiple currencies			
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities	Other currency	Maximum payment in other currency
		[•]	[•]	[•]
		[•]	[•]	[•]
		[•]	[•]	[•]
		[•]	[•]	[•]
X3.1	The <i>exchange rates</i> are those published in	[•] on [•] (date)		
		The items & activities will be paid in the other currency - to a foreign Bank account nominated by the Contractor		

	- to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date. (select one of the three methods as agreed with successful tenderer and delete the others and this note)													
X5	Sectional Completion													
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	<table border="1"> <thead> <tr> <th>Section</th><th>Description</th><th>Completion date</th></tr> </thead> <tbody> <tr> <td>1</td><td>Project Plan</td><td>[•]</td></tr> <tr> <td>2</td><td>[•]</td><td>[•]</td></tr> <tr> <td>3</td><td>[•]</td><td>[•]</td></tr> </tbody> </table>	Section	Description	Completion date	1	Project Plan	[•]	2	[•]	[•]	3	[•]	[•]
Section	Description	Completion date												
1	Project Plan	[•]												
2	[•]	[•]												
3	[•]	[•]												
X5 & X7	Sectional Completion and delay damages used together													
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are: <table border="1"> <thead> <tr> <th>section</th><th>Description</th><th>Amount per day</th></tr> </thead> <tbody> <tr> <td>1</td><td>[•]</td><td>R[•]</td></tr> <tr> <td>2</td><td>[•]</td><td>R[•]</td></tr> <tr> <td>3</td><td>[•]</td><td>R[•]</td></tr> </tbody> </table> Remainder of the <i>works</i> The total delay damages payable by the <i>Contractor</i> does not exceed:	section	Description	Amount per day	1	[•]	R[•]	2	[•]	R[•]	3	[•]	R[•]	R [•]
section	Description	Amount per day												
1	[•]	R[•]												
2	[•]	R[•]												
3	[•]	R[•]												
X7	Delay damages (but not if Option X5 is also used)													
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	Option X7 & Option X5												
X16	Retention (not used with Option F)													
X16.1	The <i>retention free amount</i> is The <i>retention percentage</i> is	Rand Value as agreed by the Parties Percentage % of the total Price for each invoice amount.												
X17	Low performance damages													
X17.1	The amounts for low performance damages are:	To be discussed with the contractor												

X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the insurance deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as at contract date.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	(i) 5 years after the <i>defects date</i> for latent Defects and (ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter. A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater

		responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z17 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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	Joint ventures	
Z2.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Project Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Project Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Project Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.	
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.	
Z4	Confidentiality	
Z4.1	The <i>Contractor</i> does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the	

Contractor disclose information to Others in terms of clause 25.1, 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 *Project Manager*.
- 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 *Project Manager*. 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 core clause 12.3:

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, 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: Add to core clause 27.4

- 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 core clause 51

- Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.

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 core clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) 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 core clause 61.3, "unless the *Project Manager* should have notified the event to the *Contractor* but did not".

Z9 *Employer's* limitation of liability

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

Z9.2 The *Contractor's* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer's* liability under the indemnity is limited.

Z10 Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":

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

Z11 Addition to secondary Option X7 Delay damages (if applicable in this contract)

Z11.1 If the amount due for the *Contractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the *Employer* may terminate the *Contractor's* obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

Z12 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 Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractor or the Subcontractor's employees,

- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Employer* 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* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z12.3 If the *Employer* 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.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

- 84.1** 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.
- 84.2** The *Contractor* provides the insurances stated in the Insurance Table A.
- 84.3** The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* 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 to the <i>works</i> , Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance

Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u>Employer's property</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance <u>Other property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by applicable law
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

Z 13.2

Replace core clause 87 with the following:

The *Employer* provides the insurances stated in the Insurance Table B.

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum 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

Z14 Nuclear Liability – NOT APPLICABLE in this contract

- Z14.1 The *Employer* 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.

- Z14.2 The *Employer* 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 47 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* or of a person acting on behalf of the *Employer*.
- Z14.3 Subject to clause Z14.4 below, the *Employer* 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* or of a person acting on behalf of the *Employer*.
- Z14.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

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

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.

- Z15.1 The *Employer* 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.
- Z15.2 Upon written request by the *Contractor*, the *Employer* 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 Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z15.4 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.
- Z15.5 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.
- Z15.6 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.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

Z16 Security Clearance/ Criminal Checks

These clauses are not only, but are especially, applicable for accessing critical infrastructure in terms of the Critical Infrastructure Protection Act, 2019 (previously referred to as National Key Points), but may include other sites, and/or where persons are rendering a service or have given notice of intention to render a service to an organ of state, which service may (1) give him or her access to classified information and intelligence in the possession of the organ of state; or (2) give him or her access to or information concerning areas designated as critical infrastructure.

- Z16.1 The *Contractor* and its subcontractors implement risk and security management processes and measures to mitigate any threats against any premises, installations or sites, systems, or information of the *Employer* with only persons with criminal verification record security clearance certificates being given access after verification of these and identifying documents by the *Employer's* security system.

- Z16.2 The *Contractor* provides, at the *Contractor's* cost, to the *Employer*, criminal verification record security clearance certificates for each person the *Contractor* or its subcontractors requires to access any premises, installations or sites, systems, or information of the *Employer*, with copies of their identifying documents, such as passports, before allowed such access by the *Employer*. The *Employer's* refusal to allow access to premises, installations or site/s, systems or information is at the *Employer's* sole discretion and is not a compensation event.
- Z16.3 The criminal verification record security clearance certificates provided are to have been issued by a service provider which is to be a reputable screening company accredited by the South African Police Services, are to be no older than four weeks since issue and valid for as long as each person is required to access premises, installations or sites, systems or information. The *Employer* may require updated certificates and identifying documents every 26 to 52 weeks, subject to safety and security concerns and the risk rating of the works or services undertaken and/or premises, installations or sites, systems or information.
- Z16.4 If any such criminal verification record security clearance certificates is cancelled, withdrawn, invalidated, amended, or expires, or a criminal conviction is noted against any person requiring access, even if an appeal against the criminal conviction has been noted, the *Service Manager* may instruct the *Contractor* to ensure that such person leaves the premises, installations or site/s and is blocked from systems and information and the giving of this instruction is not a compensation event.

Z17 Protection of Personal Information Act Compliance

- Z17.1 For the purposes of this clause, the terms "Data Subject", "Personal Information", "Processing" and "Regulator" and "Responsible Party" have the meanings given to them in the Protection of Personal Information Act, 2013 ("POPIA").
- Z17.2 Each Party acknowledges that it is an independent Responsible Party in relation to the Personal Information processed in terms of this contract ("Shared Personal Information") and that it determines the purposes for which and the manner in which the Shared Personal Information is, or is to be, processed.
- Z17.3 Each Party shall always comply with POPIA when performing its obligations under this contract and shall not perform any of their respective obligations under this contract in such a way as to cause the other Party to breach any of that other Party's obligations under POPIA.
- Z17.4 Each Party shall ensure that, in respect of all Shared Personal Information provided to the other Party and in respect of the use of that Shared Personal Information under this contract:-
- Z17.4.1 all necessary fair Processing notices have been provided to and consents obtained from Data Subjects by that Party, where required, in terms of POPIA, including to specify that the other Party is also a Responsible Party in respect of the Data Subject's Personal Information and to provide a link (for example, <https://www.eskom.co.za/about-eskom/website-terms-and-conditions/>) to the other Party's Privacy Statement or to include

a statement that the other Party's Privacy Statement can be found on the other Party's corporate website; and

Z17.4.2 all necessary steps have been taken to ensure that Shared Personal Information has been collected and processed in accordance with the principles set out in POPIA, including in particular those relating to:

- lawful, fair and transparent Processing;
- specified, legitimate and explicit purposes of Processing; and
- adequate, relevant and not excessive Processing.

Z17.5 If either Party receives any complaint, notice or communication from the Regulator which relates directly to:

Z17.5.1 the other Party's Processing of the Shared Personal Data; or

Z17.5.2 a potential failure by the other Party to comply with POPIA in respect of the activities of the Parties under or in connection with this contract,

it shall, to the extent permitted by law, promptly notify the other Party and provide such information as it shall reasonably request in that regard.

Z17.6 If a Data Subject makes a written request to either Party to exercise any of their rights under POPIA, the receiving Party shall respond to that request in accordance with POPIA. To the extent the request concerns Processing of Shared Personal Information undertaken by the other Party, the receiving Party shall:

Z17.6.1 promptly and without undue delay forward the request to the other Party; and

Z17.6.2 cooperate and provide reasonable assistance in relation to that request to enable the other Party to respond in accordance with POPIA.

Z17.7 Each Party acknowledges that the other Party may disclose Shared Personal Information to any Regulator or law enforcement authority with jurisdiction to request access to the Shared Personal Information.

Z17.8 Neither Party discloses or otherwise makes available the Personal Information to any third party (including sub-contractors, but excluding its authorised employees who require access to such Personal Information strictly in order for the Parties to carry out their obligations pursuant to this contract), unless a Party has provided, to a requesting Party, its prior written consent to do so, and the requesting Party has submitted to the other Party (consenting Party), to its satisfaction, a copy of a written contract or undertaking that the requesting Party has entered into with a third party for the protection of Personal Information of the Data Subjects or unless there is an applicable exemption in terms of the law to process or further process the personal information.

- Z17.9 The requesting Party indemnifies and holds harmless the consenting Party and its staff, successors, cessionaries, delegates, and assigns, from any and all losses, costs, expenses and damage, as well as penalties and fines arising from the requesting Party's non-compliance with the provision of any relevant legislation applicable to Personal Information or data protection, as well as damage to the consenting Party's reputation and costs of compliance as directed by the Regulator, including but not limited to publication of the data breach.

Annexure A: One-in-ten-year-return *weather data* obtained from SA Weather Bureau for [weather station]

If any one of these *weather measurements* recorded within a calendar month, before the Completion Date for the whole of the *works* and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the *Contractor* may notify a compensation event.

	<i>Weather measurement</i>				
Month	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[•]	[•]	[•]	[•]	
February	[•]	[•]	[•]	[•]	
March	[•]	[•]	[•]	[•]	
April	[•]	[•]	[•]	[•]	
May	[•]	[•]	[•]	[•]	
June	[•]	[•]	[•]	[•]	
July	[•]	[•]	[•]	[•]	
August	[•]	[•]	[•]	[•]	
September	[•]	[•]	[•]	[•]	
October	[•]	[•]	[•]	[•]	
November	[•]	[•]	[•]	[•]	
December	[•]	[•]	[•]	[•]	

Only the difference between the more adverse recorded weather and the equivalent measurement given above is taken into account in assessing a compensation event.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional. If not required select and delete the whole row, otherwise insert the required Data.]

Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)² 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 pages 156 to 158 of the ECC3 (April 2013) Guidance Notes.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	5% %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see www.ecs.co.za

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled _____.		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is			
11.2(14)	The following matters will be included in the Risk Register			
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:			
31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in	(in figures) (in words), excluding VAT		
11.2(30)	The tendered total of the Prices is			
	Data for Schedules of Cost Components	Note "SCC" means Schedule of Cost Components starting on page 60, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is	Minus %		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates. Please insert another schedule if foreign resources may also be used	Category of employee		Hourly rate

62 in SSCC	The percentage for design overheads is	%
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	

PART 2: PRICING DATA

ECC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
C2.2	The <i>activity schedule</i>	

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, (ECC3) Option A states:

Identified and defined terms	11	
	11.2	(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

2. Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

3. Link to the programme

Clause 31.4 states that "The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Ideally the tendering contractor will develop a high level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

4. Preparing the *activity schedule*

Generally it is the tendering contractor who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Contractor*:

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

An activity schedule could have the following format:

Item No.	Programme Reference	Activity description	Price

C2.2 the *activity schedule*

Use this page as a cover page to the *Contractor’s activity schedule*.

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's</i> Works Information	
C3.2	<i>Contractor's</i> Works Information	
	Total number of pages	

C3.1: EMPLOYER'S WORKS INFORMATION

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1 Description of the works

1.1 Executive overview

Supply of the following equipment: Two video walls(3*5), each consisting of 15 screens configured with each screen measuring 45 – 55 inches.

Ultra-thin bezels for a nearly seamless viewing experience, with a combined bezel width of no more than 0.88 mm to ensure uninterrupted visual data.

4K resolution displays to provide crisp, high-definition visuals for real-time data monitoring. Centralized integration with the system for live dashboards and video feeds. Eighteen LED Backlit Professional-Grade 24 - 27-inch 4K monitors to ensure high-quality visuals. Adjustable mounting arms to provide ergonomic positioning for users.

Video Wall Manager: The vendor will be responsible for delivering and implementing advanced video wall manager software to oversee and control the two PED video walls.

This software must efficiently handle the configuration and management of all display outputs, ensuring seamless operation across multiple inputs and outputs. The video wall manager must be fully compatible with the existing PED infrastructure and capable of integrating with the broader system for real-time updates and data visualization. Eskom will provision virtual machines (VMs) to support the video wall management software, any physical hardware components necessary for the video wall manager must be installed securely within the Megawatt Park (MWP) data centre.

Software Control: The video wall displays must be controlled by centralized software to manage and configure the screens effectively. The software should allow seamless switching between different data sources and provide options for custom layouts. Compatibility with the system for real-time updates and integration with other operational tools.

Desktop monitors

Supply Each desk is equipped with 24 - 27-inch 4K monitors to ensure high-quality visuals. Monitors are configured to support up to two HDMI inputs for flexible work connectivity. Adjustable mounting arms to provide ergonomic positioning for users.

Specification	Requirement
Screen Type	LED Backlit Professional-Grade
Viewable Image Size	Between 46" and 55"
Aspect Ratio	16:9
Backlight Type	LED, Edge-lit
Displayable Colours	More than 16.7 million or better
Contrast Ratio	4000:1 or better
Resolution	4K resolution
Brightness (Maximum)	700 cd/m2 or better
Brightness (Typical)	550 cd/m2
Refresh Rate	60Hz or better
Response Time (Grey to Grey)	8 ms or better

Professional Grade Quality	Must meet rigorous durability and operational standards suitable for 24/7 for environments, the screens will run for 5 years or more.
Warranty	5-Year Time and Material (T&M) or OEM warranty
Specification	Requirement
Screen Type	LED Backlit Professional-Grade
Viewable Image Size	Between 24" and 27"
Aspect Ratio	16:9
Backlight Type	LED, Edge-lit
Displayable Colours	More than 16.7 million or better
Contrast Ratio	1000:1 or better
Resolution	4K resolution
Brightness (Maximum)	350 cd/m2 or better
Brightness (Typical)	300 cd/m2
Refresh Rate	60Hz or better
Response Time (Grey to Grey)	8 ms or better
Industrial Grade Quality	Must meet rigorous durability and operational standards suitable for 24/7 for environments, the screens will run for 5 years or more.
Warranty	5-Year Time and Material (T&M) or OEM warranty

1.2 Employer's objectives and purpose of the works

Provide an outline of the *Employer's* business case for the delivered project / contract. Describe the purpose of the *works* in such a manner that a legal test of 'fitness for purpose' can be applied in the event of any dispute about overall performance of the *works*.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
PED	Primary Energy Division
OEM	Original Equipment Manufacturer
LED	Lights Emitting Diode
T&M	Time and Material

2 Management and start up.

2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly if required	To be determined	Employer, Contractor
Overall contract progress and feedback	Monthly	To be determined	<i>Employer, Contractor,</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings shall be submitted to the *Project 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.

2.2 Documentation control

Quality Management System Requirements ISO 9001

- Certificate by an authorised body or Quality Method Statement based on scope.
- Quality Policy Approved by top management.
- Quality Objectives Approved by top management.
- Evidence of QMS in operation Ref QM-58
 - Documented information for defined roles, responsibilities and authorities. e.g Organogram
 - Documented information for control of externally provided processes, products and services.

2.3 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements

Health and Safety requirements

- Acknowledgement of Eskom's SHE rules and requirements form to be signed and submitted by the tenderer (Signed by relevant person)
- Health and Safety Costing:
 - The cost should be broken down not provided as a lump sum costing for SHE, i.e. – based on the overall scope of work/service to be performed;
 - the generic scope of work/service risk assessment – this may serve as a guideline; and
 - the costing need to be signed by the CEO.
- Health and Safety Plan for Scope of Work not limited to the following:
 - SHE organization within the Company-Responsibility & Accountability
 - SHE Incident management
 - Planning of conduct of work activities including planning for changes and emergency work
 - PPE- Personal Protective Equipment
 - Emergency planning and fire risk management
 - Vehicle and driver behaviour safety
 - Contractor or supplier selection and management
 - Design and specifications

- Competency, training, appointments
- Communication and awareness
- Management commitment and visible felt leadership
- Baseline Risk Assessment (BRA): Identification, assessment and management of SHE risks related to the scope of work. The methodology used for the risk assessment must be provided together with the BRA
- Valid letter of Good Standing (COIDA or equivalent)
- SHE policy signed by CEO/MD: Comply to OHS Act Section 7 or OSHAS 18001
- Medical fitness certificate or Medical Surveillance programme for non-operational suppliers or supplier with no employees
 - Proof of attendance of defensive driver training for the drivers of the vehicles to carry out the scope of work.
- SHE Appointments and Competency (Consider scope of work, risks, SHE plan and applicability) CVs, and qualifications / certificates e.g.
 - First aiders
 - Safety officer
 - SHE officer
 - SHE Representative
 - HCS Controller
 - Incident investigator

2.4 Environmental constraints and management

Describe or cross refer to environmental constraints applicable to the *Contractor's* design and his activities on Site and how they should be managed. Include here or cross refer to an Annexure to the Works Information.

The *Contractor* shall comply with the environmental criteria and constraints stated
Environmental requirements

An organogram or structure of the organisation indicating the position that will fulfil the role of environmental management

Environmental risk assessment, with environmental impacts, magnitude or significance of the impact and control or mitigation measures

A detailed environmental costing as per the scope of works

Quality assurance requirements

Specify minimum requirements for the *Contractor's* Quality Plan and Work Procedures or provide the *Employer's* Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the *working areas*. Indicate how the *Contractor's* QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

Quality Management System Requirements ISO 9001

Certificate by an authorised body or Quality Method Statement based on scope.

Quality Policy Approved by top management.

Quality Objectives Approved by top management.

Evidence of QMS in operation Ref QM-58

Documented information for defined roles, responsibilities and authorities. e.g Organogram

Documented information for control of externally provided processes, products and services.

2.5 Programming constraints

Describe the programming system (application) to be used if it is necessary to dictate this for project coordination purposes. Read clause 31.2 first then state the work of the *Employer* and Others to be shown on the programme per 4th bullet of clause 31.2 and what additional information (if any) is to go in the programme per the last bullet of clause 31.2. Describe any particular constraints on the order and timing of the work which the *Contractor* must take into account in his programme.

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager's* payment certificate.

The *Contractor* shall address the tax invoice to Eskom Holdings SOC Ltd and include on each invoice the following information:

- Name and address of the *Contractor* and the *Project Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required)

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

2.7 Insurance provided by the *Employer*

First read ECC3 Core Clause 87.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance may be addressed.

2.8 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

2.9 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2.10 Records of Defined Cost, payments & assessments of compensation events to be kept by the *Contractor*

If Option C, D, E or F applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Project Manager* shall be provided in hard copy or electronically.

Could delete if Options A & B apply unless the *Employer* requires some form of control over the *Contractor's* record keeping.

2.11 Training workshops and technology transfer

Describe type and frequency of on job training workshops, as well as any obligation for technology transfer being included as part of the contract on Completion of the *works*.

3 Engineering and the *Contractor's* design

The content of this section will depend on whether the contract is for construction only with most of the design done by (or for) the *Employer* or whether it is a 'design and construct' contract. ECC provides for design by either Party in any proportion, which proportion done by the *Contractor* must be stated in this part of the Works Information.

3.1 *Employer's* design

Either

Describe what the *Employer* has designed for the *works* when the *Contractor* is mainly doing construction only. Could even state who has done or is doing the design for the *Employer* as this will give the *Contractor* an idea of the standard he may expect.

Or

Provide the *Employer's* operating philosophy / user requirement specification (URS) / performance specification to which the *Contractor* is to comply when he is required to design the *works*.

3.2 Parts of the *works* which the *Contractor* is to design

This is a mandatory requirement of core clause 21.1 and must be addressed in detail. Even when the contract is a traditional 'construction only' contract, the *Contractor* is probably still required to carry out workshop details from overall drawings provided by the *Employer* and to design temporary works.

3.3 Procedure for submission and acceptance of *Contractor's* design

This is a mandatory requirement of core clause 21.2 and must be addressed. Identify the extent of detail (the particulars) of the *Contractor's* design which is to be submitted to the *Project Manager* for his acceptance. This procedure may also include a design stage activity matrix or requirements for co-operation with Others on a multi party project. State requirements for drawings to be prepared by the *Contractor*.

3.4 Other requirements of the *Contractor's* design

Use this section to describe any particulars which must be taken into account by the *Contractor* in his design; for example codification (configuration management) of Plant and Materials.

3.5 Use of *Contractor's* design

First read core clause 22.1 and then include here the exceptions and other purposes if applicable. If there are none this section could be deleted leaving the core clause to stand.

3.6 Design of Equipment

On some complex projects requiring sophisticated temporary works, it could be in the Parties best interests that some details of the *Contractor's* design or proposed design of Equipment are shared with the *Project Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Works efficiently and without delay. For example a tunnel boring machine, or

specialised shuttering for a bridge or caisson. Draft in such a way that there is no doubt that the liability for such design and use of the Equipment remains with the *Contractor*. Clause 23.1 is always available to the *Project Manager* if this section is not used.

3.7 Equipment required to be included in the works

The defined term 'Equipment' in core clause 11.2(7) makes a cross reference to the Works Information concerning any Equipment which the *Contractor* is required to include in the *works*. Complete here or if not applicable either delete the heading or retain the heading and state 'None'.

3.8 As-built drawings, operating manuals and maintenance schedules

Use this section to describe these requirements. Pay particular attention to when and in what form they are required. Consideration should be given to obtaining operating manuals and maintenance schedules before Completion of the whole of the *works* when there is still considerable financial incentive for the *Contractor* to do so.

4 Procurement

There is a cross reference from the definition of Disallowed Cost in Options C D and E to the Works Information regarding procurement procedures. This part of the Works Information MUST include any such procedures to be able to administer this procedure. Options A & B may also require constraints on procurement procedures.

4.1 People

4.1.1 Minimum requirements of people employed on the Site

Specify any constraints relating to people employed to Provide the Works; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

4.1.2 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.

4.1.3 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 *Project Manager* 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.

4.2 Subcontracting

4.2.1 Preferred subcontractors

ECC does not make use of nominated subcontracting, but the *Employer* may list which subcontractors or suppliers the *Contractor* is required to enter into subcontracts with. This is usually only required where Plant and Materials need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Specify any constraints on how the *Contractor* is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

4.2.3 Limitations on subcontracting

The *Employer* may require that the *Contractor* must subcontract certain specialised work, or that the *Contractor* shall not subcontract more than a specified proportion of the whole of the contract.

4.2.4 Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

4.3 Plant and Materials

4.3.1 Quality

Quality is usually designed in or specified in the technical specifications referred to in section 6 of this Works Information. However to cover circumstances where quality may not be prescribed, this sub-paragraph could be used as an overarching default requirement. It could also be used to deal with how repairs are carried out after a Defect has been notified; for example can the item be fixed up or must it be replaced by a new one. See also SANS 1200A, sub-paragraph 3.1

4.3.2 Plant & Materials provided “free issue” by the *Employer*

State arrangements for collection by *Contractor* or delivery by others on behalf of the *Employer*, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. State whether any samples are to be provided by the *Employer* and if so how, where and when. Always include a statement to the effect that ‘all other Plant and Materials are to be provided by the *Contractor*’.

4.3.3 *Contractor’s* procurement of Plant and Materials

Specify any constraints on how the *Contractor* is to order, codify, expedite, freight, import, transport to Site and any other requirements for delivery and storage before installation. The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor* during the life of the contract. Also include requirements for vendor data which the *Employer* may need after Completion of the whole of the works. THIS IS A VERY IMPORTANT SECTION IN PROCESS PLANT AND UTILITY PROCUREMENT CONTRACTS.

4.3.4 Spares and consumables

Some contracts may need to include provision for the supply of a minimum category of spares, fuel, oil or other feed stock and consumables which the *Employer* may need at or just after take over and that it is best the *Contractor* provide these initially as part of his Providing the Works.

4.4 Tests and inspections before delivery

Core Clauses 40 and 41 both make reference to the Works Information regarding tests and inspections. Specify any requirements here for any tests and inspections that are to be done by the *Supervisor* or Others

before delivery to the Working Areas, particularly if such tests and inspections are to be carried out by agents of the *Employer* overseas.

4.5 Marking Plant and Materials outside the Working Areas

Core clauses 70.1 and 71.1 require the Works Information to state how the *Contractor* is to “mark” Plant and Materials which is outside the Working Areas if they are to be paid for before delivery to the Working Areas. Specify here how the *Contractor* is to mark the Plant and Materials.

4.6 Contractor’s Equipment (including temporary works).

In contracts which require the *Contractor* to procure sophisticated or highly specialised Equipment that could have a major influence on the progress of the works, the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here taking care not to imply that the *Employer* or the *Project Manager* take on any liability as a result. See also section 3.6 above relating to the design phase of the *Contractor*’s Equipment.

4.7 Cataloguing requirements by the Contractor

State whether cataloguing is applicable, if it is, reference the requirements for cataloguing that need to be satisfied by the *Contractor* (consult Procurement Instruction Number 1 of 2018 – Incorporating Cataloguing into the Procurement Environment, Unique Identifier 240-1289988974).

5 Construction

This part of the Works Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Site during the construction and maintenance phase. It does not specify the work itself as that is included in Section 6 of the Works Information.

For contracts involving civil works the approach may be to incorporate SANS1200A or SANS 2000 into the contract. Whilst many of the headings below address the same issues, the list of headings below is more comprehensive. If the headings below are used, it may be prudent to delete paragraphs 3, 4 and 5 from 1200A after checking that their requirements have been included below as necessary. A similar approach can be used in contracts involving building works where the Model Trade Preambles are incorporated. Care should be taken to avoid inconsistency or ambiguity between this part of the Works Information and standard specifications incorporated by reference.

5.1 Temporary works, Site services & construction constraints

5.1.1 *Employer's* Site entry and security control, permits, and Site regulations

Sites such as Sasol Secunda and Koeberg Nuclear Power Station have very strict entrance requirements which tenderers need to allow for in their prices, and the *Contractor* has to comply with. State these or similar requirements here.

5.1.2 Restrictions to access on Site, roads, walkways and barricades

In addition to the above there may be other restrictions once on the Site, plus rules relating to roads, walkways and the provision of barricades

5.1.3 People restrictions on Site; hours of work, conduct and records

Restrictions and hours of work may apply on some Sites. It is very important that the *Contractor* keeps records of his people on Site, including those of his Subcontractors which the *Project Manager* or *Supervisor* have access to at any time. These records may be needed when assessing compensation events.

5.1.4 Health and safety facilities on Site

Section 2.3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on Site against disease and epidemics and in emergencies. Also describe where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3. The cross reference from Clause 27.4 applies.

5.1.5 Environmental controls, fauna & flora, dealing with objects of historical interest

This sub-paragraph may not be required if these matters are dealt with in the general environmental requirements referred to in paragraph 2.4 above.

5.1.6 Title to materials from demolition and excavation

Clause 73.2 states that the *Contractor* has title to materials from excavation and demolition (e. g. copper) only as stated in the Works Information. Hence state here any special arrangements regarding such title. If nothing is stated then the default position is the *Contractor* has no such title.

5.1.7 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the working areas. See clause 11.2(10) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or land owners.

5.1.8 Publicity and progress photographs

State requirements for notice boards, advertising rights, media relations, photography and progress photographs if required.

5.1.9 *Contractor's* Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Working Areas. Also silencing similar to Clause 4.1 in SANS 1200 A

5.1.10 Equipment provided by the *Employer*

Provide details of equipment made available for use by the employer and set out conditions relating thereto.

5.1.11 Site services and facilities

This is a mandatory cross reference from clause 25.2 in ECC3. State what the *Employer* will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection, lighting etc. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the *Contractor* shall provide everything else necessary for Providing the Works.

5.1.12 Facilities provided by the *Contractor*

Describe what the *Contractor* is to provide in the way of Site accommodation, laboratories, storage, vehicles and office equipment etc for the *Project Manager* and the *Supervisor*, and any restrictions or minimum requirements concerning the *Contractor's* own facilities. State requirements for facilities to be provided by the *Contractor* such as construction camps. Also state what happens to these facilities upon completion of the contract. Set out constraints, if any, as to the location by the *Contractor* of such facilities on the Site and requirements for drawings of Site facilities, as necessary.

5.1.13 Existing premises, inspection of adjoining properties and checking work of Others

Details under this sub-paragraph are very contract specific and may be quite extensive in some cases. State requirements for the inspection with the owners of adjacent buildings and properties and representatives of local authorities before commencing with the *works* that have the potential to damage surrounding buildings and property. State whether *Contractor* is required to inspect the work of Others to which he is required to connect and if so by when to avoid delays to his work.

5.1.14 Survey control and setting out of the *works*

Provide information on survey controls established by the *Employer*, if any, and state requirements for survey control and the setting out of the *works*.

5.1.15 Excavations and associated water control

State any particular requirements for handling deep foundations and controlling water from excavations.

5.1.16 Underground services, other existing services, cable and pipe trenches and covers

Describe known services making reference to drawings containing known services and state requirements for locating, marking and recording such services.
State requirements for the treatment of existing services i.e. their termination, diversion or continued use, either temporarily or permanently, and set out the procedures relating thereto.
State requirements, as necessary, for the use and availability of detection equipment for the location of underground services.
State responsibility for damage to services, known and unknown, and requirements for working in close proximity to services etc.
State requirements and reinstatement procedures for the notification and repair of damage to services and any penalties applicable to the damage of services.

5.1.17 Control of noise, dust, water and waste

State requirements, if any.

5.1.18 Sequences of construction or installation

Only prescribe sequences of work where absolutely necessary such as when *Contractor* has to give access to Others (without take over) and for technical reasons such as under tidal conditions and in rivers.

5.1.19 Giving notice of work to be covered up

State the procedure for notifying the *Supervisor*

5.1.20 Hook ups to existing works

State any constraints

5.2 Completion, testing, commissioning and correction of Defects

5.2.1 Work to be done by the Completion Date

This is mandatory. Core clause 11.2(2) defines Completion as when the *Contractor* has done all the work which the Works Information states he is to do by the Completion Date. Rather than list all work to be done by the Completion Date, state that all work is to be done by the Completion Date except for [●]. For example:

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

	Item of work	To be completed by
	As built drawings of	Within _____ days after Completion
	Performance testing of the <i>works</i> in use as specified in paragraph _____ of this Works Information.	See performance testing requirements.

5.2.2 Use of the *works* before Completion has been certified

Clause 35.2 in ECC3 provides that the *Employer* may use any part of the *works* before Completion has been certified but if he does so he takes over the part of the *works* except if the use is for a reason stated in the Works Information. State the reason here if this applies.

5.2.3 Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the *Contractor* and the *Employer* are to provide, per core clause 40.2.

5.2.4 Commissioning

Required mainly for contracts including mechanical and electrical work. Would typically refer to detailed commissioning procedure attached as an Annexure. Confirm whether commissioning is to be done before or after Completion. If after Completion, include this item of work in the list in sub-paragraph 5.2.1 above.

5.2.5 Start-up procedures required to put the *works* into operation

In order to put the *works* into operation the *Employer* may require the *Contractor* to either do this for him or be in attendance whilst he does it, depending on who is the responsible person. State requirements of the *Contractor* here together with any special arrangements associated with operating plant and machinery.

5.2.6 Take over procedures

Take over is after or at the same time as Completion. The *Employer* may require the *Contractor* to provide assistance, security personnel on a temporary basis etc.

5.2.7 Access given by the *Employer* for correction of Defects

Clause 43.4 requires that the *Project Manager* arranges for the *Employer* to allow the *Contractor* access to and use of a part of the *works* which has been taken over if needed to correct a Defect. After the *works* have been put into operation, the *Employer* may require the *Contractor* to undertake certain procedures before such access can be granted (for example barricading a motorway or in a nuclear power station). Include these here.

5.2.8 Performance tests after Completion

Many design and build or turnkey projects require the *Contractor* to demonstrate that the *works* can operate as guaranteed by the *Contractor* (in *Contractor's Works Information*) or specified by the *Employer* either here or elsewhere in this Works Information. State here the procedures for carrying out such proving tests. These details should link up with any performance levels stated in Contract Data if secondary Option X17 in ECC3 applies.

5.2.9 Training and technology transfer

Include if the *Employer* requires the *Contractor* to provide training in the use and maintenance of the *works* or any associated transfer of technology from him to the *Employer*.

5.2.10 Operational maintenance after Completion

The *Employer* may require the *Contractor* before the *defects date* to perform certain duties after Completion and take over which relate to maintenance of the *works*. (Not to be confused with Defect correction) For example oil and filter changes

6 Plant and Materials standards and workmanship

This section of the Works Information contains all the specifications for the work which is left behind; the permanent works. It is likely to be the largest section by far and may even be compiled in volumes, e. g. Section 6 Volume 1: Civil Engineering Works. In design and construct contracts, it may be compiled in accordance with systems within the *works*; e. g. Section 6 Volume 4: Crushers.

Because practice varies widely between employers it is not practical in a general template such as this to deal with all arrangements. Only the discipline based section subheadings are provided below in the order the *works* are likely to be constructed together with some notes of a general nature.

6.1 Investigation, survey and Site clearance

Some contracts may require the *Contractor* to carry out further investigation of existing facilities or of the Site before commencing final design. There could be constraints on Site clearance especially in pipeline or transmission grid servitudes.

6.2 Building works

Reference could be made to the latest Model Trade Preambles published by the Association of South African Quantity Surveyors. However these have been developed for use with the JBCC series of contracts and an approach where description of the work is made part of the bill of quantities, which is not the case in other forms of contract. Only parts of the Model Trade Preambles could be referenced by an ECC contract, with a covering note dealing with the changes in terminology. Further changes are required depending on which parts are to be selected.

This subsection would typically comprise

- a) Particular specifications provided by the *Employer*
- b) List of standardised specifications applicable to the *works* and
- c) Variations to the standardised specifications

6.3 Civil engineering and structural works

Reference could be made to the SANS1200 series of specifications developed and published by South African National Standards. However these are now very out of date and originally developed for use with SAICE general conditions of contract for works of civil engineering which have themselves been superseded twice. All SANS 1200 specifications are in the process of being updated to make them more compatible with a wider range of contracts, including NEC, and users should check availability of the new SANS 2000 series of specifications.

Sections 3, 4 and 5 of SANS1200A are probably already covered in section 5 of this Works Information.

This subsection would typically comprise

- a) Particular specifications provided by the *Employer*
- b) List of standardised specifications applicable to the *works* and
- c) Variations to the standardised specifications

If use is made of the 1200 series, users should include a covering note dealing with the changes in terminology, such as the one provided below. Further changes are required depending on which specifications in the 1200 series are selected.

6.4 Electrical & mechanical engineering works

These specifications are usually project specific and developed by the *Employer* to suit his operations. Either include these specifications here, or refer to them in attached Annexure.

Check the specifications for inconsistencies in terminology and that they do not contain any provisions already dealt with in the chosen NEC *conditions of contract* or clash with them in any way.

6.5 Process control and IT works

These specifications are usually project specific and developed by the *Employer* to suit his operations. Either include these specifications here, or refer to them in attached Annexure.

Check the specifications for inconsistencies in terminology and that they do not contain any provisions already dealt with in the chosen NEC *conditions of contract* or clash with them in any way.

6.6 Other [as required]

7 List of drawings

7.1 Drawings issued by the Employer

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title

C3.2 ***CONTRACTOR'S*** WORKS INFORMATION

This section of the Works Information will always be contract specific depending on the nature of the *works*. It is most likely to be required for design and construct contracts where the tendering contractor will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the *Employer* prior to award of contract now become obligations of the *Contractor* per core clause 20.1.

Typical sub headings could be

- a) *Contractor's* design
- b) Plant and Materials specifications and schedules
- c) Other

This section could also be compiled as a separate file.

PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4	This cover page Site Information	1
	Total number of pages	

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

Delete this note and others given in boxes like this one at final draft stage.

The compiler of this document should first consult the ECC3 2013 Guidance Notes page 24. Further notes are given under each heading below.

Site Information is information about the Site at the time of tender upon which the tendering contractor bases his prices. It is fixed and does not include anything about what happens on the Site after award; that is Works Information.

Site Information does not include weather data; that is included in the Contract Data.

If the *Contractor* subsequently encounters conditions which are different to those described here, he may be entitled to notify a compensation event.

1. General description

Provide a general description of the Site and its location. Reference would probably be made to a drawing showing the Site and its surroundings and the *boundaries of the site* as required by the Contract Data. It is particularly important that details of surrounding buildings be provided where crane operation is likely to be affected, or the *works* involve deep foundations adjacent to existing buildings.

2. Existing buildings, structures, and plant & machinery on the Site

If the *works* have interfaces or hook up points with existing facilities or comprise refurbishment of existing facilities, provide full details of these so that the tendering contractor can plan his design and construction to integrate with them as the Works Information requires. As built drawings of the existing facilities usually provide the necessary information; such drawings can be listed here stating where they are located for the *Contractor's* use.

3. Subsoil information

Provide details of geotechnical reports, borehole records and test results for parts of the Site where earthworks are required by this contract. These details may be referenced as an Annexure to this document where they are extensive.

4. Hidden services

Provide details about and drawings showing hidden services and underground structures. If accurate details are not available state what assumptions are to be made by the *Contractor* concerning such services.

5. Other reports and publicly available information

This subsection may refer to mapping, hydro-graphic data, hydrological information, shipping movements, tides and published papers or Geological Surveys that the tendering contractor may need to be able to decide his method of working and programme and prepare any designs for which he would be responsible.