



**NEC3 Engineering & Construction Contract**

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

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

**for**

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<b>Contents:</b>	<b>No of pages</b>
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**CONTRACT No. [Insert at award stage]**

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# Part C1: Agreements & Contract Data

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[to be inserted from Returnable Documents at award stage]	
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**44-132KV LIVE WORK MAINTENANCE**

# C1.1 Form of Offer and Acceptance

**Offer**

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

**44-132kV Live Work Maintenance on Stick and Barehand Northern Cape Operating Unit**

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	<b>Fixed rate</b>
Option E or F	The first forecast of the total Defined Cost plus the Fee exclusive of VAT is	<b>Fixed rate</b>
	Sub total	<b>Fixed rate</b>
	Value Added Tax @ 15% is	<b>Fixed rate</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>Fixed rate</b>
	(in words) <b>Fixed rate</b>	

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)

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

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**Acceptance**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part 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.

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**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		

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 .....

.....

# C1.2a Contract Data provided by the Employer

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

**[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]**

1. Please read the relevant clauses in the conditions of contract before you enter data. 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.
  
1. Some ECC3 options are always selected by Eskom Holdings SOC Ltd. The remaining ECC3 options are identified by shading in the left hand column. In the event that the option is not required select and delete the whole row. Where the following symbol is used “” - data is required to be inserted relevant to the specific option selected.]

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

Clause	Statement	Data
1	<b>General</b>	
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p> <p>dispute resolution Option and secondary Options</p> <div style="background-color: #cccccc; width: 100px; height: 20px; margin: 5px 0;"></div> <div style="background-color: #cccccc; width: 100px; height: 100px; margin: 5px 0;"></div>	<p><b>W1: Dispute resolution procedure</b></p> <p><b>X1: Price adjustment for inflation</b></p> <p><b>X2 Changes in the law</b></p> <p><b>X5: Sectional Completion</b></p> <p><b>X7: Delay damages</b></p> <p><b>X15: Limitation of <i>Contractor’s</i> liability for design to reasonable skill and care</b></p> <p><b>X16: Retention</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: <i>Additional conditions of contract</i></b></p>
	<p>of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)</p>	
10.1	<p>The <i>Employer</i> is (name):</p> <p>Address</p> <p>Tel No.</p>	<p><b>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</b></p> <p><b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b></p> <p><b>011 800 3000</b></p>

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10.1	The <i>Project Manager</i> is: (Name)	<b>Lanese Barth</b>				
	Address	<b>Letsatsi building 80 Bultfontein road Kimberley 8301</b>				
	Tel	<b>+27 53 830 5670</b>				
	e-mail	<b>barthlp@eskom.co.za</b>				
10.1	The <i>Supervisor</i> is: (Name)	<b>The Eskom representative that will be appointed for a particular project and will be specified in the project specific agreement.</b>				
11.2(13)	The <i>works</i> are	<b>44-132kV Live Work Maintenance on Stick and Barehand Northern Cape Operating Unit- GEMMA Cluster</b>				
11.2(14)	The following matters will be included in the Risk Register	<b>-Outage unavailability -Excessive rain -Cost overruns due to unpredictable surface conditions on site -Late completion date -Late material delivery on site -Theft of material -Vandalism of equipment and material</b>				
11.2(15)	The <i>boundaries of the site</i> are	<b>All projects to be executed in terms of this contract will be executed at various sites within the Northern Cape Operating Units within GEMMA Cluster.</b>				
11.2(16)	The Site Information is in	<b>Part 4: Site Information</b>				
11.2(19)	The Works Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>				
12.2	The <i>law of the contract</i> is the law of	<b>Republic of South Africa</b>				
13.1	The <i>language of this contract</i> is	<b>English</b>				
13.3	The <i>period for reply</i> is	<b>1 weeks(5 working days)</b>				
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</b>				
<b>3</b>	<b>Time</b>					
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>36 months period within which various projects will be executed within the Northern Cape operating Units.</b>				
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="0"> <thead> <tr> <th><i>Condition</i> to be met</th> <th><i>key date</i></th> </tr> </thead> <tbody> <tr> <td>1   Any key date and conditions will be</td> <td> </td> </tr> </tbody> </table>	<i>Condition</i> to be met	<i>key date</i>	1   Any key date and conditions will be	
<i>Condition</i> to be met	<i>key date</i>					
1   Any key date and conditions will be						

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		specified in the project specific agreement for any project executed in terms of this contract.				
30.1	The <i>access dates</i> are:	<table border="1"> <thead> <tr> <th>Part of the Site</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Access dates will be specified in the project specific agreement for any project executed in terms of this contract.</td> </tr> </tbody> </table>	Part of the Site	Date	1	Access dates will be specified in the project specific agreement for any project executed in terms of this contract.
Part of the Site	Date					
1	Access dates will be specified in the project specific agreement for any project executed in terms of this contract.					
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	TBA				
31.2	The <i>starting date</i> is	TBA				
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks.				
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	[No data needed if this statement is included]				
<b>4</b>	<b>Testing and Defects</b>					
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the <i>works</i> .				
43.2	The <i>defect correction period</i> is	Within 2 weeks upon notification of defect week				
<b>5</b>	<b>Payment</b>					
50.1	The <i>assessment interval</i> is	between the 14 <sup>th</sup> and 30 <sup>th</sup> 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	30 days after the assessment				
51.4	The <i>interest rate</i> is	<p>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 and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money</p>				

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Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

**6 Compensation events**

**60.1**

60.1(13)	<p>The place where weather is to be recorded is:</p> <p>The <i>weather measurements</i> to be recorded for each calendar month are,</p> <p>The <i>weather measurements</i> are supplied by</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>and which are available from:</p>	<p><b>The contractor construction site camps and closest Weather Bureau Station</b></p> <p><b>Excessive wind is wind in excess of 10/s or 36 km/h</b></p> <p><b>the cumulative rainfall (10 mm)</b></p> <p><b>the number of days with rainfall more than 10 mm</b></p> <p><b>the number of days with minimum air temperature less than 0 degrees Celsius</b></p> <p><b>the number of days with snow lying at 09:00 hours South African Time</b></p> <p><b>and these measurements:</b></p> <p><b>South African Weather Services</b></p> <p><b>The nearest weather station of the South African Weather Services on site</b></p> <p><b>the South African Weather Bureau</b></p>
60.1(13)	<p>Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:</p>	<p><b>As stated in Annexure A to this Contract Data provided by the <i>Employer</i>.</b></p> <p><b>Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.</b></p>

<b>7</b>	<b>Title</b>	<p>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</p>
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**8 Risks and insurance**

80.1	<p>These are additional <i>Employer's</i> risks</p>	<p><b>1. Unavailability of outages</b></p> <p><b>2. Excessive rainfall</b></p> <p><b>3. Excessive wind</b></p>
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**9 Termination**

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90.1 If either Party wishes to terminate the *Contractor's* obligation to Provide the Works he notifies the *Project Manager* and the other Party giving details of his reason for terminating. The *Project Manager* issues a termination certificate to both Parties promptly if the reason complies with this contract.

90.2 The *Contractor* may terminate only for a reason identified in the Termination Table. The *Employer* may terminate for any reason. The procedures followed and the amounts due on termination are in accordance with the Termination Table.

**TERMINATION TABLE**

Terminating Party	Reason	Procedure	Amount due
The <i>Employer</i>	A reason other than R1-R21	P1 and P2	A1, A2 and A4
	R1-R15 or R18	P1, P2 and P3	A1 and A3
	R17 or R20	P1 and P3	A1 and A2
	R21	P1 and P4	A1 and A2
The <i>Contractor</i>	R1-R10, R16 or R19	P1 and P4	A1, A2 and A4
	R17 or R20	P1 and P4	A1 and A2

90.3 The procedures for termination are implemented immediately after the *Project Manager* has issued a termination certificate.

90.5 After a termination certificate has been issued, the *Contractor* does no further work necessary to Provide the Works.7t

**91 Reasons for termination**

91.1 Either Party may terminate if the other Party has done one of the following or its equivalent.

- If the other Party is an individual and has
  - presented his petition for bankruptcy (R1),
  - had a bankruptcy order made against him (R2),
  - had a receiver appointed over his assets (R3) or
  - made an arrangement with his creditors (R4).
- If the other Party is a company or partnership and has
  - had a winding-up order made against it (R5),
  - had a provisional liquidator appointed to it (R6),
  - passed a resolution for winding-up (other than in order to amalgamate or reconstruct) (R7),
  - had an administration order made against it (R8),
  - had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its undertaking or assets (R9) or

made an arrangement with its creditors (R10).

91.2 The *Employer* may terminate if the *Project Manager* has notified that the *Contractor* has defaulted in one of the following ways and not put the default right within four weeks of the notification.

- Substantially failed to comply with his obligations (R11).
- Not provided a bond or guarantee which this contract requires (R12).

Appointed a Subcontractor for substantial work before the *Project Manager* has accepted the Subcontractor (R13).

91.3 The *Employer* may terminate if the *Project Manager* has notified that the *Contractor* has defaulted in one of the following ways and not stopped defaulting within four weeks of the notification.

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	<ul style="list-style-type: none"> <li>• Substantially hindered the <i>Employer</i> or Others (R14).</li> </ul> <p>Substantially broken a health or safety regulation (R15).</p>
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91.4	The <i>Contractor</i> may terminate if the <i>Employer</i> has not paid an amount due under the contract within eleven weeks of the date that it should have been paid (R16).
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91.5	Either Party may terminate if the Parties have been released under the law from further performance of the whole of this contract (R17).
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91.6	<p>If the <i>Project Manager</i> has instructed the <i>Contractor</i> to stop or not to start any substantial work or all work and an instruction allowing the work to re-start or start has not been given within thirteen weeks,</p> <ul style="list-style-type: none"> <li>• the <i>Employer</i> may terminate if the instruction was due to a default by the <i>Contractor</i> (R18),</li> <li>• the <i>Contractor</i> may terminate if the instruction was due to a default by the <i>Employer</i> (R19) and</li> </ul> <p>either Party may terminate if the instruction was due to any other reason (R20).</p>
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91.7	<p>The <i>Employer</i> may terminate if an event occurs which</p> <ul style="list-style-type: none"> <li>• stops the <i>Contractor</i> completing the <i>works</i> or</li> <li>• stops the <i>Contractor</i> completing the <i>works</i> by the date shown on the Accepted Programme and is forecast to delay Completion by more than 13 weeks,</li> </ul> <p>and which</p> <ul style="list-style-type: none"> <li>• neither Party could prevent and</li> </ul> <p>an experienced contractor would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it (R21).</p>
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<b>92</b>	<b>Procedures on termination</b>
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92.1	On termination, the <i>Employer</i> may complete the <i>works</i> and may use any Plant and Materials to which he has title (P1).
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92.2	<p>The procedure on termination also includes one or more of the following as set out in the Termination Table.</p> <p>P2 The <i>Employer</i> may instruct the <i>Contractor</i> to leave the Site, remove any Equipment, Plant and Materials from the Site and assign the benefit of any subcontract or other contract related to performance of this contract to the <i>Employer</i>.</p> <p>P3 The <i>Employer</i> may use any Equipment to which the <i>Contractor</i> has title to complete the <i>works</i>. The <i>Contractor</i> promptly removes the Equipment from Site when the <i>Project Manager</i> notifies him that the <i>Employer</i> no longer requires it to complete the <i>works</i>.</p> <p>P4 The <i>Contractor</i> leaves the Working Areas and removes the Equipment.</p>
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<b>93</b>	<b>Payment on termination</b>
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93.1	<p>The amount due on termination includes (A1)</p> <ul style="list-style-type: none"> <li>• an amount due assessed as for normal payments,</li> <li>• the Defined Cost for Plant and Materials <ul style="list-style-type: none"> <li>• within the Working Areas or</li> <li>• to which the <i>Employer</i> has title and of which the <i>Contractor</i> has to accept delivery,</li> </ul> </li> <li>• other Defined Cost reasonably incurred in expectation of completing the whole of the <i>works</i>,</li> <li>• any amounts retained by the <i>Employer</i> and</li> </ul> <p>a deduction of any un-repaid balance of an advanced payment.</p>
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<b>10</b>		<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with bill of quantities</b>		
60.6	The <i>method of measurement</i> is	<b>stated in Part C2.1, Pricing Assumptions.</b>	
<b>11</b>		<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>	
	Address		
	Tel No.		
	Fax No.		
	e-mail		
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.</b>	
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration.</b>	
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>	
	The place where arbitration is to be held is	<b>[•] South Africa</b>	
	The person or organisation who will choose an arbitrator		
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>	
	- if the arbitration procedure does not state who selects an arbitrator, is		
<b>12</b>		<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>		
X1.1(a)	The <i>base date</i> for indices is	<b>TBA</b>	
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	<b>Unregulated rates will be fixed and firm for the first 12 months of the contract. At the anniversary date of the contract the prices will be</b>	

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		<p>adjusted in accordance with the published SEIFSA (CPI) INDICES.</p> <p>The relevant publications to be used are published by the department of labour.</p> <p>Rates will then be adjusted as follows;</p> <p>Labour rates 16.74-SEIFSA Table C-3 for all hourly paid employees</p>	
	Total	1.00	
<b>X2</b>	<b>Changes in the law</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>	
<b>X5</b>	<b>Sectional Completion</b>		
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	The completion date for each section of the work will be specified in the Task Order for any project executed in terms of this contract.	
<b>X5 &amp; X7</b>	<b>Sectional Completion and delay damages used together</b>		
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	The delay damage for each section of work will be specified in the project specific agreement for any project executed in terms of this contract and will be relevant to the specific project being executed.	

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X15	<b>Limitation of the Contractor's liability for his design to reasonable skill &amp; care</b>	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X16	<b>Retention (not used with Option F)</b>	
X16.1	The <i>retention percentage</i> is	5%
X18	<b>Limitation of liability</b>	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to:	<b>R0.0 (zero Rand)</b>
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:	<b>the amount of the deductibles relevant to the event</b>
X18.3	The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to	<b>The greater of</b> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• the amounts excluded and unrecoverable from the Employer's assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) <b>plus the applicable deductible as at contract date.</b></li> </ul>
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<b>the total of the Prices</b> other than for the additional excluded matters.  The Contractor's total liability for the additional excluded matters is not limited.  The additional excluded matters are amounts for which the Contractor is liable under this contract for <ul style="list-style-type: none"> <li>• Defects due to his design which arise before the Defects Certificate is issued,</li> <li>• Defects due to manufacture and fabrication outside the Site,</li> <li>• loss of or damage to property (other than the works, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	(i) 52 weeks 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.

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**A latent Defect is a Defect which would not have been discovered on reasonable inspection by the *Employer* or the *Supervisor* before the *defects date*, without requiring any inspection not ordinarily carried out by the *Employer* or the *Supervisor* during that period. If the *Employer* or the *Supervisor* do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the *Employer* or the *Supervisor* to have discovered the Defect.**

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**Z The Additional conditions of contract are**

**Z1 to Z15 always apply.**

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**Z1 Cession delegation and assignment**

- Z1.1 The *Contractor* does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*.
- Z1.2 Notwithstanding the above, the *Employer* may on written notice to the *Contractor* cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.

**Z2 Joint ventures**

- Z2.1 If the *Contractor* 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 *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Project Manager* within two weeks of the Contract Date of the key person who has the authority to bind the *Contractor* on their behalf.
- Z2.3 The *Contractor* does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the *Employer* having been given to the *Contractor* in writing.

**Z3 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

**44-132KV LIVE WORK MAINTENANCE****Z4 Confidentiality**

- Z4.1 The *Contractor* 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 *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others 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

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*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,

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- 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.

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**INSURANCE TABLE A**

<b>Insurance against</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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	<b><u>Loss of or damage to property</u></b> <b><u>Employer's property</u></b> 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  <b><u>Other property</u></b> The replacement cost  <b><u>Bodily injury to or death of a person</u></b> 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**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum limit of indemnity</b>
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	Per the insurance policy document

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Business Interruption	
Nuclear Material Damage Terrorism	Per the insurance policy document

**Z14 Nuclear Liability**

- 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** means measurements performed in parallel, yet separately, to existing

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<b>Measurements</b>	measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	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.

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**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.

Month	Weather measurement				
	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.

## C1.2b Contract Data provided by the Contractor

### 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)<sup>2</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on 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	%  %
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:	

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see [www.ecs.co.za](http://www.ecs.co.za)

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	Experience:	<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>
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	
<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	<b>(in figures)</b> <b>(in words), excluding VAT</b>

**PART C2: PRICING DATA**  
**ECC3 Option B**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing assumptions: Option B	
C2.2	The <i>bill of quantities</i>	

## C2.1 Pricing assumptions: Option B

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	11 11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"> <li>• the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and</li> <li>• a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</li> </ul> <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>
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This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

### Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities 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 Bill, 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 Bill of Quantities. The Bill of Quantities is only a pricing document.

### Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

There is no general provision in Option B for payment for materials on Site before incorporation into the *works*. If secondary Option X14 Advanced payment has not been used then the tendering contractor may obtain the same effect by inserting appropriate items in the method related charges where the *method of measurement* allows, or alternatively making allowance in the rates of the *bill of quantities* for the financing of Plant and Materials until they are incorporated in the *works*.

When compensation events arise, the default position is that the Bill of Quantities is not used to calculate the cost effect of the event. Defined Cost and the resulting Fee is used and Defined Cost includes all components of cost which the *Contractor* is likely to incur, including so called P & G items. Rates and lump sums from the Bill of Quantities, or from any other source, may be used instead of Defined Cost and the Fee only if the *Contractor* and *Project Manager* agree. If they are unable to agree, then Defined Cost plus Fee is used.

### Measurement and payment

#### Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

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<b>Abbreviation</b>	<b>Unit</b>
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
sum	Lump sum
t	tonne (1000kg)

**General assumptions**

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.

The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

**Departures from the *method of measurement*****Amplification of or assumptions about measurement items**

The following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

## C2.2 the *bill of quantities*

Use this page as a summary page or as a cover page to the *bill of quantities*.



Live%20Work%2044  
kv-132kv%20propose

## PART C3: SCOPE OF WORK

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

## C3.1: EMPLOYER'S WORKS INFORMATION

### Contents

#### 1 Description of the works

The provision of Live Work Maintenance and Emergency repairs on the HV network (44kV to 132kV) and associated Projects in the Northern Cape Operating Unit on an "as and when required" basis for a period of 36 months.

#### 2 Executive overview

**The scope of work for live work sub transmission maintenance and emergency will not be limited to the following:**

- Replacement of all types of insulators
- Spray washing of insulators
- Replacing cross arm and the poles on 66-88kV lines
- Stubbing damaged /rotten poles on 132kV 5 pole structure
- Bonding of cross arms on 66-132kV H poles and 5 poles
- Making and breaking of jumpers
- Repair conductors at midspan and jumpers 66-132kV
- Installation or replacement of vibration dampers
- Removal of bird nest
- Installation/replacement of bird protectors stick and bare hand
- Installation of aircraft warning spheres
- Installation of nets and scaffolding for line crossings
- Remove, re-string and join damaged earth wire
- Installation and replacement of stay wire

The evaluation process has two main parts:

- Desktop Evaluation
- Site Evaluation

##### Desktop Evaluation

This evaluation exercise is performed by the Eskom evaluating representatives. This part of the evaluation starts when the tender submissions are opened for the first time.

The technical evaluation will be evaluated as follows: the mandatory criteria (desktop evaluation) and then proceeds to functionality (site evaluation). The Eskom assessment representatives will go through the details of the returnable submissions that are required and will ensure that mandatory / gatekeeper qualification criteria are met. For desktop evaluation, the suppliers are required to obtain a minimum of 90% to be considered for the next evaluation phase which is site evaluation. Only submissions that pass mandatory / gatekeeper requirements will proceed to the functionality phase. Scoring/rating for functionality criteria will be assessed out of 100% (Site evaluation). One point will be allocated per item and thereafter the percentage is worked out.

Evaluation criteria for desktop is in Annexures of this document.

**Note that the overall minimum threshold for desktop evaluation is 90%.**

The test certificates do not need to be valid at this time (desktop evaluation), previous certificates or expired certificates will be accepted during the desktop evaluation but not during the site evaluation.

**Site Evaluation**

This assessment is performed based on assessing the supplier’s capability to enter a contract with Eskom with respect to the establishment of a Live Work Gloving contract for Northern Cape Operating Unit -Gemma Cluster. This report and any actions that are listed or recommended because of this assessment, is by no means a confirmation or guarantee that any contract will be entered into by Eskom and the supplier or that post contract performance has been achieved. Any actions undertaken by the supplier because of this report is for the supplier’s account. Any liability for the said actions undertaken by the supplier is not transferrable to Eskom in any way. The assessment team has no authority or responsibility in the decision taken by Eskom with respect to contracting for a product or service. Any statements, intentions and/or actions expressed by the assessment team during the assessment and post the assessment has no effect and does not constitute any liability to Eskom with regards to contract placement or post contract performance guarantees.

All vehicles used must be road worthy and in a good condition of service as per road regulations. Aerial devices used for live work shall meet the requirements as set up in the standard 240 – 142701257 (MINIMUM REQUIREMENTS TO BE MET FOR THE MANUFACTURING OF LIVE WORK INSULATING MEWPS)

Evaluation criteria for site will is in Annexure B of this document.

**Note that the site evaluation’s threshold is 100%.**

**Tools and Equipment should be available on site for the inspection which will be conducted by Eskom representatives at the Supplier’s Business premises/Central place.**

**Live Work Team should be available during Site Evaluation.**

**Technical Criteria (Functionality)**

Functionality	Live Work
Weightings	100%
Total	100%
Overall minimum threshold for qualification (desktop evaluation)	90%
Site evaluation	100%

**Note: Tenderers are expected to achieve a minimum threshold of 90. The tenderers which fail to meet the minimum functionality threshold will be disqualified for further evaluation**

**3 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*.

**4 Interpretation and terminology**

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
NCOU	Northern Cape Operating unit
PM	Project Manager
PPPFA	Procurement Preferential Policy Framework Act
QS	Quantity Surveyor
SHE	Safety, Health and Environmental

TBA	To be announced
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## 5 Management and start up.

## 6 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:
Pre-introductory meeting	Upon request of the Project Manager at an agreed date by all parties	Site	PM, Field service Engineer, works coordinator, Site Supervisor, Store person, Customer service agent, Safety officer, Environmental Representatives and the Contractor.
Kick off meeting	Before commencement of Work	Site/CNC	The <i>Contractor</i> , Technical support, Applicable CNC, SHE department and SD&L
Introductory meeting	After safety and environmental files have been assessed and approved.	Site	PM, Field service Engineer, works coordinator, Site Supervisor, Store person, Customer service agent, Safety officer, Environmental Representatives and the Contractor.
Toolbox talk and risk assessment	Daily before work begins.	Site	Contractor and line Supervisor.

## 7 Documentation control

All correspondence is to be addressed to the *Project Manager* with a chronological numbering system. It is required that the *Contractor* makes all documents, weekly plan/ reports, monthly reports, complaints register, Man-hours Report/ incident register, Performance Appraisal report carried by CNC and all relevant personnel, incident register ( impacts, legal transgressions, etc.) as well as corrective and preventative actions taken available to the ECO upon request.

## 8 Health and safety risk management

The Contractor shall control his activities and processes in accordance with the Occupational Health & Safety Act, No. 85 of 1993 and Eskom's Construction Safety, Health and Environmental Management 32-136, Safety, Health, Environment and Quality Policy, EPC 32-727 and SHE Requirements for the Eskom Commercial Process, ST32-726. The *Contractor* shall comply with the health and safety requirements contained in Section 1.3.2 of this Works Information.

The Contractors Project SHEQ File will only be evaluated once after failing the first time submitting for a project (Task Order). Failing again the project will be allocated to another contractor. This file is to be updated on a continuous basis. The Contractor is to ensure that all relevant documentation and authorisations are contained in the file pertaining to the project. Upon completion of the project, the Contractor is to convert all documentation contained in the SHEQ file into electronic format and save it as a

PDF File. The file name should contain the name of the Contractor and the project. The file should then be saved onto a disk or removal storage device and handed over to the Project Coordinator or Project Manager upon completion of the project

Below is the SHE specification:

1.	Is the acknowledgement of <b>Eskom's SHE rules</b> and requirements form <b>(Annexure B)</b> signed and submitted by the tenderer?
2.	<b>Costing for Safety Health and Environmental management</b> Has the tenderer submitted detailed (The cost should be broken down not provided as a lump sum) costing for SHE, i.e. – <ul style="list-style-type: none"> <li>• based on the overall scope of work/service to be performed;</li> <li>• the generic scope of work/service risk assessment – this may serve as a guideline.</li> </ul>
3.	<b>Environmental Management plan</b> (Applicable to high risk work only)
4.	<b>OHS plan</b> (Applicable to high risk work only) <ul style="list-style-type: none"> <li>• OHS organization within the Company-Responsibility &amp; Accountability</li> <li>• SHE Incident management</li> <li>• Planning of conduct of work activities including planning for changes and emergency work</li> <li>• PPE- Personal Protective Equipment</li> <li>• Emergency planning and fire risk management</li> <li>• Vehicle and driver behavior safety</li> <li>• Contractor or supplier selection and management</li> <li>• Design and specifications</li> <li>• Competency, training, appointments</li> <li>• Communication and awareness</li> </ul> Management commitment and visible felt leadership
5.	<b>Baseline Risk Assessment (BRA)</b> 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
6.	<b>Valid Letter of Good Standing or equivalent, i.e. COID, RMA or FEMA, (Nature of Business to be applicable)</b> The letter of good standing must state the relevant services rendered by the company, e.g. Electrical related construction work in line with the Scope of Work applicable for this tender. This must be <b><u>valid at the date of tender submission.</u></b>
7.	<b>SHE policy signed by CEO/ MD-</b> Comply to OHS Act Section 7 or OSHAS 18001
8.	<b>Medical fitness certificate</b> x 1 or Medical surveillance programme for non-operational suppliers or supplier with no employees
9.	<b>SHE Competency</b> (Consider scope of work, risks, SHE plan and applicability) CV,s and qualifications / certificates e.g. <ul style="list-style-type: none"> <li>- First aiders</li> <li>- Safety officer</li> <li>- Environmental officer</li> <li>- SHE officer</li> <li>- SHE Representative</li> <li>- HCS Controller</li> <li>- Incident investigator</li> </ul>
10	<b>SHE policy signed by CEO/ MD-</b> Comply to OHS Act Section 7 or OSHAS 18001

11	<b>Medical fitness certificate</b> x 1 or Medical surveillance programme for non-operational suppliers or supplier with no employees
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The *Contractor* shall comply with the health and safety requirements contained in Annexure \_\_\_\_\_ to this Works Information.

## 9 Environmental constraints and management

The *Contractor* shall control his activities and processes in accordance with Environmental Requirements for the Procurement of Assets, Goods and Services, TST41-120 Rev. 2. The Eskom Environmental Management Plan provides the aspects and impacts that will require management and must be followed strictly. The *Contractor* is to prepare a site/factory specific separate EMP for all environmental concerns that might arise and any changes to the approved plan shall be reported and be approved by the *Eskom Environmental Representative* and *Project Manager* prior to the commencement of work.

In addition, the *Contractor* is required to ensure that all goods, services or works supplied in terms of this *Works Information* also conform to all applicable environment legislation(s), Safety, Health, Environment and Quality Policy, EPC32-727; SHE Requirements for the Eskom Commercial Process, ST32-726; (and additional requirements). The *Contractor* shall comply with the environmental criteria and constraints stated in Section 1.3.2.

When required, the *Contractor* must ensure that all *Subcontractors'* EMP comply with legal and other requirements and also includes all the environmental risks associated with the scope of work. The *Main (Principal) Contractor* shall define the specific risks applicable to the *Subcontractor's* scope of work or supply of kiosks.

The *Contractor* is to send a flash report for any environmental incidents that have occurred on site as soon as possible or within 24 hours to the *Eskom Environmental Representative* and *Project Manager* clearly stating any influences to the environment.

No environmental records shall be destroyed or discarded by the *Contractor*. Eskom as the *Employer* and the *Contractor* shall agree that the *Contractor* retains certain environmental records. Waste generated during the course of the project must be disposed at a registered site and the *Contractor* shall retain records of disposal.

Deviations from these requirements will be regarded as a non-conformance. Should there be concerns regarding environmental performance and non-conformance to environmental requirements, management engagements and interventions will be introduced to determine a means addressing the shortfalls. Once these interventions have been explored and exhausted, then the *Eskom Supplier Disciplinary Process* will be followed.

The cost to the Contractor to obtain permits should it become necessary to cut a protected tree, ensure that waste is disposed of on a permitted, legal waste site and all relevant costs payable to dumping site as well as safe storage of all equipment which will be removed and replaced from site which will be transported upon instruction to the nearest designated disposal site within the Northern Cape Operating Unit.

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure \_\_\_\_\_

## 10 Quality assurance requirements

Quality Assessment Criteria, Forms A and Form B of the QM-58 specification will be selected and completed by Eskom Representative who will identify the applicable *Contractor* quality requirements to be met. The Contractor responding to an Eskom Enquiry shall sign form A and Form B of the QM-58 specification.

### 9.1 Contractor Quality Management System Requirements

- The *Contractor* and *Subcontractor* shall have formal Quality Management System in place in accordance with the requirements of the QM-58 specification.

- Such formal system shall consist of the appropriate documentations such as work procedures, work instructions, method statements, work flow documentation etc. as the case may be. This requirement constitutes the most basic Quality Management System requirements.
- Unless specifically excluded in the Quality Assessment Criteria, as per the Level of Quality Requirements (Level 1, 2, 3 or 4). The *Contractor* shall have a fully documented, implemented and maintained Quality Management System that complies with ISO-9001 standard. In the event that the *Contractor* invariably requires the assistance of some *Subcontractor* in order to realise its own supply obligations. The aforementioned requirement applies equally in all cases where any such *Subcontractor's* scope of responsibility includes the provision of any of the following activities viz. Design & Development, Manufacturing, Testing, Storage, Delivery, Installation, Commissioning, and Project Management.
- Unless specifically excluded in Quality Assessment Criteria, such Quality Management System shall carry valid ISO-9001 certification from an accredited certification body, as indicated in the applicable Eskom invitation (This requirement applies equally to both the *Contractor* and any/all manufacturing third party organizations mentioned above).
- Eskom reserves the right to request and perform necessary assessments at *Subcontractor* facilities.
- The *Contractor* shall be responsible for defining the specific quality control elements applicable to the respective *Subcontractor's* scope of work/supply, and ensure that their *Subcontractor(s)* quality programmes support Eskom requirements.
- The *Contractor* shall inform Eskom of any proposed changes to the Quality Management System or staff that will affect the Quality System prior to implementation of these changes.

## 9.2 Quality Plan

The information in this section constitutes the minimum requirements for a Quality Plan:

- All individual products and processes shall have a documented, implemented and maintained Contract Quality Plan and/or Quality Control Plan (Inspection and Test Plan).
- All production and/or service provision shall be carried out in accordance with documented Contract Quality Plan (CQP) and/ or Quality Control Plan (QCP)/ Inspection and Test Plan (ITP).
- The *Contractor* shall plan for the required Quality related activities and interfaces within the *Contractor's* Quality system, in order to demonstrate its ability towards both controlling and meeting specified Eskom requirements

## 9.3 Contract Quality Plan

*Contractor* shall require *Subcontractors* to submit Contract Quality Plan (CQP) and associated documentation in accordance with requirements of Project Quality Management System processes applicable to *Subcontractor* Scope of Work.

*Contractor* shall, where applicable based on Scope of Work Criticality, ensure Procurement documents clearly and unambiguously require *Subcontractor* submission of a *Subcontractor* CQP for *Contractor* and Eskom review.

*Contractor* and *Subcontractor* CQP shall comply with Eskom "Quality Requirements Specifications" and shall be submitted prior to the initial Scope of Work Kick-off or initial Pre-fabrication meeting and prior to commencement of manufacturing, whichever is earlier.

## 9.4 Quality Control Plan

*Contractor* shall develop and implement processes and procedures which efficiently and effectively monitor, verify and document Quality of Scope of Work deliverables. *Contractor* shall ensure that *Subcontractor* QCP/ITP's are prepared at a level of detail sufficient to address all Quality Control related activities in chronological order, from contract review through materials verification, manufacturing, fabrication, assembly, final testing, documentation, and certification.

Where activities subject to Inspection and Test procedures are to be undertaken by a *Subcontractor*, the QCP/ITP shall make reference to this fact and shall include descriptive details of *Subcontractors* involvement. A separate QCP/ITP shall be required for each *Subcontractor* Scope of Work.

*Contractor* may authorise use of *Subcontractor* QCP/ITP format providing it complies with the above.

*Contractor* shall be ultimately responsible for the development and proper implementation of all Subcontractor QCP/ITPs, including those reviewed or developed by *Subcontractors*.

Eskom reserves the right to select witness and hold points within all developed *Subcontractor* QCP/ITPs for Eskom oversight of selected functions and to perform surveillance or audits of the Work.

*Contractor* shall establish processes and procedures for formal assessment of *Subcontractor* inspection and testing programs. These shall include review of *Subcontractor* inspection reports and other Quality Control documentation. Additional formal assessment of manufacturing, fabrication and assembly facility operations shall be conducted by *Contractor* to ensure continuing suitability, adequacy and effectiveness of the *Subcontractor* inspection and testing programs. Assessment frequency shall be established in consideration of *Subcontractor* Scope of Work, Criticality of Scope of Work deliverables and performance information. Assessment scope and schedule shall be developed in consultation with Eskom.

Eskom or its Inspection Agency or AIA to be attended by the Contractor and Subcontractors representatives, including their Quality representatives who will be involved with the Works and records to be kept, will convene mandatory pre-inspection meetings.

Eskom reserves the right to appoint resident quality inspectors that can be based at the *Contractor* or *Subcontractor's* premises and on site where the work is being performed. The *Contractor* is expected to provide workspace at no cost to Eskom, for the inspector as required.

## 11 Programming constraints

A comprehensive and fully detailed programme is to be submitted within the seven (7) days after the introductory meeting and should indicate all milestones and critical dates. This programme must first be approved by the *Project Manager* and must be updated on an as and when required basis by the *Project Manager*.

### The following dates shall be clearly reflected on the programme

- Starting and completion dates for all activities as well as relevant key dates for hold or witness points. All relevant significant activities shall be shown in order to monitor the progress in the factory/workshop.
- The programme shall also reflect a 2-week period for inspection and correcting of Defects before the completion date.

Updated programmes must be available at all meetings reflecting progress to date and the date when delivery will take place on task orders.

#### FORMAT OF THE PROGRAM

- The *Contractor* shall submit his construction program in terms of the conditions of contract.
- The *Contractor* is to submit a revised programme for acceptance at each site meeting.
- This program shall be in the form of an approved Gantt Chart containing the following information:
- All construction activities, including milestones, initial tasks, critical path, required Outages, and target *Dates*. All potential risk activities should be clearly indicated on the critical path.
- Every activity on the programme will be clearly linked to labour resources and equipment required to perform the specific activity.
- Projected weekly progress on *site* for the entire duration of the contract.
- Completion and hand-over *Dates* for formal inspection by the site supervisor must be indicated.
- A column showing the daily tempo of all the construction activities must be indicated next to the activity on the programme.
- Project expenditure on a monthly basis for the entire duration of the contract.
- The following project phases and activities are minimum requirements for the programme:
- Site Establishment and Material Delivery – Lead times to be specified.

- Preparation work – Work that can be completed without the necessity of power outages
- Outage work – Work that must be completed under outage conditions
- Planned outages to be included in the programme
- *Contractors* float to be included in the programme
- The Contract Program will be on display in the *Contractors Site* Offices and will be updated weekly. In addition to the maintaining of this programme, the *Contractor* will report progress to the *Project Manager* at each site meeting or at request of the *Project Manager*.
- The *Contractor* shall also provide an organisation chart showing the personnel to be employed for the *works*, along with a detailed CV of all key personnel.
- Should any deviations to the program be found the *Contractor* shall submit a revised program to the *Project Manager* within one week of such deviations being brought to the *Contractor's* attention.
- The Outages must be arranged with *Employer* via the Outage arrangement procedures, as a prerequisite for the acceptance of the programme by the *Project Manager*.
- Acceptance of any program by the *Project Manager* shall have no contractual status other than an indication that the *Project Manager* is satisfied as to the order in which the work is to be carried out, and that the *Contractor* undertakes to perform all work in accordance with the accepted program.
- The *Project Manager* retains the right to alter the accepted program should circumstances on *site* necessitate such a change.

OTHER INFORMATION TO BE SHOWN ON THE PROGRAM.

The following Statutory non-working days are included within the contract period:

- All Public Holidays for the duration of the contract.

The programme must clearly indicate the non-working days for the entire construction period.

## 12 Contractor's management, supervision and key people

The *Contractor* is to submit an organogram showing all key people involved in the contract 7 days after contract award. All key personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file. This would be essential if the *Contractor* is a Joint Venture.

## 13 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;

For invoice submission and payment the Tax invoice to be submitted at [Invoiceseskomlocal@eskom.co.za](mailto:Invoiceseskomlocal@eskom.co.za)

General Information	X
- No Pro-forma Invoice	
- Check Vendor number against the Address and name on Tax invoice	
- Insert the Vendor number on Tax invoice (Top right hand corner)	
- Bank details must be on the invoice or on an attach sheet, but it does not require a bank stamp just a letter)	

- Check banking details on invoice against SAP system. If more than one banking account check bank account against banking details on invoice. If banking details not on invoice, write the bank code next to the vendor account (bank code 0002)	
- Check Vendor VAT number against the vendor master. (FK03) If VAT number not on master records, prepare a list and forward to Vendor Management to check and update the vendor master records	
- No fax copies of Tax invoices allowed	
- No copies of Tax invoices allowed unless originally printed by the Vendor if a photocopy tax invoice, it must be an original "certified copy" (i.e. not a copy of a "certified copy" invoice) from the vendor and check in system if not previously be paid. Put stamp "not previously paid" on invoice and sign.	
- Ensure that date received stamp is clear on invoice	
- Stamp all Invoices with the Vat stamp, complete and sign (only when VAT is applicable)	
- The stamp should not be stamped over any written information	
- When scanning invoice, check the quality before linking in SAP (inboxes)	
<b>With Reference Invoices</b>	<b>X</b>
- Goods receipt must be done (payment with reference)	
- Ensure that the SAP purchase order number is clear and correct on the invoice	
- GR number to be written on the Invoices	
- If multiple lines on invoice write the line number of the order against the line to ensure that the processors match the correct lines (to ensure that 191100 is matched correctly)	

## 14 Insurance provided by the Employer

As stated for "Format Dx" available from 01 April 2015 to 31 March 2016 on [http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies.aspx) (See Annexure B for basic guidance). Contact any of the Insurance Advisors from ESCAP.

## 15 Engineering and the Contractor's design

### 15.1 Employer's design

The Employer will supply Contractor with a final design document compiled by the Project Engineer detailing the scope of work to be executed on the project as well as Project Drawings.

### 15.2 As-built drawings, operating manuals and maintenance schedules

The Contractor is required to provide the necessary drawings, operating manuals, test certificates and training program details, as well as a commitment letter for providing ongoing product support.

## 16 Procurement

### 16.1 People

#### Minimum requirements of people employed on the Site

All people employed by the Contractor to perform supervision of installation and commissioning should have Police Clearance before work can commence. The Contractor's employees shall be sober when carrying out their duties and may be subjected to random breathalyser tests.

### 16.2 BBBEE and preferencing scheme

#### Special Conditions of Contract (Application of other criteria in terms of Section 2(1)(f) of PPPFA)

##### The objective criteria as follow:

- Transformation of this sector by the appointment of a Black Owned Firm(s) that meet the functionality requirements;
- Development of Black Owned steel fabrication companies;
- Appointment of companies located within the Republic of South Africa.

**NB: The Joint Venture may be:**

Black Owned and Black Owned Company;

- Black Owned Company (Majority Shareholder) and Non-Black Owned Company;
- Black Women Owned Company and Black Owned Company, and;
- Black Women Owned (Majority Shareholder) and Non-Black Owned Company.

A 51% or more Black Owned Companies or Joint Venture where the lead company has 51% or more black ownership.

**16.3 Procurement Preference Hierarchy**

**Preference for awarding this contract and/or subcontracting are in the following order:**

- Companies with more than 51% Black Ownership
- Enterprises Owned by Black People Living with Disability (BPLwD)
- Black Youth Owned Enterprises (BYO)
- Black Women-Owned Enterprises (BWO)
- Black Owned Enterprises (BO)

**Supplier Development and Localisation**

An SD&L Compliance Matrix for the development of skills and/or the promotion of localised content applicable to the scope of work shall be provided at tender stage. Regular reporting on a monthly basis must be done and handed to the project manager to report on progress of compliance to the targets agreed upon at contract stage. This report must be handed over to the Project Manager on a monthly basis when submitting the assessment claim for payment.

**Expanded Public Work Programme (EPWP)**

Not applicable to this contract

**Lost Time Injury Report (LTIR)**

- The *Contractor* must submit this report monthly with each payment assessment claim
- No payment will be certified unless this report is submitted.

**16.4 Subcontracting**

Subcontracting is not applicable to this contract

**17 Plant and Materials**

**17.1 Quality**

The *Contractor* shall control his activities and processes in accordance with Eskom's Quality Requirements for Procurement of Assets, Goods & Services, QM-58 and ISO-9001.

**17.1.1 Plant & Materials provided "free issue" by the *Employer***

Any material shortages regarding free issue materials must be identified by the *Contractor* at least 3 weeks in advance. The *Contractor* will notify the *Project Manager* of such shortages within two days of the identification of a shortage.

**17.2 *Contractor's* procurement of Plant and Materials**

**All material is to comply with the latest Eskom Approved Manufacturer's List. Any non-standard material items are to be approved by Eskom Holdings Limited before use on the project. Acceptance sampling is to be carried out on receipt of material on site in order to inspect the outward condition of the material item.**

In exceptional cases which require materials and/or techniques which are not contemplated in the various Distribution standards shall be approved by the relevant Eskom Department. The written approval shall be submitted together with the tender.

## 18 Tests and inspections before delivery

All materials shall be regularly tested at the manufacturers' factories. The *Contractor* shall make sure that regular quality control tests are carried out to ensure that good quality of the materials is maintained

## 19 Construction

### 19.1 Temporary works, Site services & construction constraints

Are we paying for accommodation or will the contractor be allowed to establish site/camp.

### 19.2. *Employer's* Site entry and security control, permits, and Site regulations

(*CNC personnel to give access?*)

## 20. Restrictions to access on Site, roads, walkways and barricades

Site visitors should be guided by the *Contractors* representative through a safe path on site.

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

It is very important that the *Contractor* keeps records of his people on Site which the *Project Manager* or *Supervisor* have access to at any time

### Health and safety facilities on Site

Refer to Health and Safety specifications

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

Refer to Environmental specification.

### Title to materials from demolition and excavation

The Contractor has no such title. All equipment and materials dismantled to be stored inside the Contractor's site camp. Disposal of this equipment and materials to be liaised with the Officer Investment Recovery

### Cooperating with and obtaining acceptance of Others

The Contractor is responsible to ensure that the landowners and/or local authority have been informed before any work is carried out on site.

### *Contractor's* Equipment

The Contractor is to provide equipment necessary to complete the Works safely and by the completion date. An equipment asset register is to be kept on site record is to be kept on site. The equipment that will be used during construction should not interrupt the operation of live apparatus.

### Equipment provided by the *Employer*

There is no equipment that will be provided by the *Employer*.

### Site services and facilities

The *Employer* will provide access to site, the contractor must provide the services as mentioned on the Bill of Quantities under the Preliminaries and Generals (P and G's).

### **Facilities provided by the Contractor**

Applicable if the contractor is establishing site and not claiming for accommodation.

### **Existing premises, inspection of adjoining properties and checking work of Others**

The Contractor should take reasonable care not to damage any of adjacent equipment within the premises.

### **Survey control and setting out of the works**

The actual surveying or setting out that is required for this project.

### **Excavations and associated water control**

All excavations are to be done in strict accordance within the design. Barricading of excavations is not allowed. Contractors are to dig and plant or backfill with soil and don't leave open holes at any given time.

### **Underground services, other existing services, cable and pipe trenches and covers**

The Contractor shall be liable for any damages caused during construction to existing services such as, underground water pipes, electrical cables, telecommunication cables, overhead lines, storm water pipes and existing roads.

It is the responsibility of the Contractor to contact the landowner and/or local authority to determine the position of such services to prevent any damages

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

The Contractor shall within reason try and keep noise levels, dust and wastage to a minimum.

### **Sequences of construction or installation**

The Contractor is required follow the procedure as mentioned in C1.2 ECC3 Contract Data.

### **Giving notice of work to be covered up**

As per contract, the Contractor has to notify the Project Manager of an event which has happened or which he expects to happen during the works in a form of writing.

### **Hook ups to existing works**

The works will be combination of newly built infrastructure and hooked onto the existing structures.

## **21 Completion, testing, commissioning and correction of Defects**

The whole of the Works as described by the Works Information of this contract shall be completed on or before the Completion Date. Completion includes the completion and submission of hand-over documentation, as-built drawings, and completed defect lists.

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

The employer is not willing to take over any part of work unless it has been certified for completion.

### **Materials facilities and samples for tests and inspections**

As stated in the works information.

### **Commissioning**

Commissioning is done at the completion of the works.

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

The Contractor is required to carry out the start procedure in the presence of the Employer/Project Manager.

### Take over procedures

After the start-up procedure and the *Employer* is satisfied with the works, the *Employer* can take ownership the works.

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

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.

### Performance tests after Completion

Performance tests should be done as per the required standard of works.

### Training and technology transfer

The *Employer* does not require any training and technology transfer unless stated at a later stage.

### 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*.

## 22 Plant and Materials standards and workmanship

### Investigation, survey and Site clearance

To be advised at each Task Order.

### Building works

To be advised at each Task Order.

### Civil engineering and structural works

To be advised at each Task Order

### Electrical & mechanical engineering works

To be advised at each Task Order.

### Process control and IT works

To be advised at each Task Order.

## 23 List of drawings

### Drawings issued by the *Employer*

All contractors must make sure that they can access Eskom Web page at any given time to get the latest drawings and specifications before commencement of any task. Web Access applications can be done through the assistance of Brenda Morrison @ 011 629 5266 or MorrisEF@eskom.co.za

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

Drawing number	Revision	Title
As per FDP package issued by the PE.		Attached to Task Order instruction

### **Conflict between specifications and drawings**

Should there be conflict between the specification and drawings, then documentation shall be considered in the order of priority set out below:

- Tender Correspondence/Minutes/Site Instructions
- *Works* Information
- Drawings
- Distribution Standard

Should the *Contractor* note any inconsistency between the specification and drawings he/she shall notify the *Project Manager* and obtain clarification or instructions prior to collecting and installing materials and plant for the work.

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

Not applicable in this contract.

## PART 4: SITE INFORMATION

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C4	This cover page Site Information	1 1
	Total number of pages	2

## 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.

- 1.1 The Contractor provides the works anywhere and at any of the Employer’s Customer Network Centers (CNCs) in the Northern Cape Operating Unit (NCOU) as required.
- 1.2 The networks to be maintained include 44kV and 132kV bare overhead, and their related equipment.
- 1.3 Outages will be required on the networks in order for works to be provided and the CNC and Contractor shall make all necessary arrangements and agree on start and end times and dates for access to the site.
- 1.4 The networks must first be isolated and earthed and a permit issued to the Contractor in terms of the applicable high or low voltage operating regulations before works can commence. The Contractor and CNC shall ensure that this is taken into account when planning start and end times for access to the site.
- 1.5 The terrain in some of the above areas can be difficult in terms of access by vehicle, i.e. mountainous terrain, loose sand, dense vegetation, informal dwellings, road crossings, etc.
- 1.6 The Contractor provides the works during any weather conditions, with a definite increase in service demand during inclement weather conditions.
- 1.7 Faults will generally be located by reference to an address or area description. GPS co-ordinates may also be available in some instances.
- 1.8 In order to assist the Contractor with locating a fault, maps and plans will be provided to the Contractor by the Employer wherever these are available.
- 1.9 In view of the nature of some customers’ addresses, it is preferred that the Contractor employs persons who are familiar with the areas in which they are required to work.
- 1.10 For preventative (planned) and major maintenance, the Contractor will make the necessary arrangements with the owners or tenants of the applicable premises in order to gain access to the site.
- 1.11 For corrective (emergency and breakdown) maintenance, the Contractor and the Employer will agree on who will make the necessary arrangements with the owners or tenants of the applicable premises in order to gain access to the site.

### General description

Shall be found on the FDP that will be handed over to the contractor together with the Task Order.

### Existing buildings, structures, and plant & machinery on the Site

Shall be found on the FDP that will be handed over to the contractor together with the Task Order.

### **Subsoil information**

Shall be found on the FDP that will be handed over to the contractor together with the Task Order.

### **Hidden services**

Shall be found on the FDP that will be handed over to the contractor together with the Task Order.

### **Other reports and publicly available information**

Shall be found on the FDP that will be handed over to the contractor together with the Task Order.