

NEC3 Engineering & Construction Short Contract (ECSC3)

Between **ESKOM ROTEK INDUSTRIES SOC Ltd**
Reg No. 1990/006897/30

and
Reg No. _____

for **Refurbishment of LV switchgear and auxiliaries**

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CONTRACT No. [Insert at award stage]

Part C1: Forms of Agreement and Contract data

C1.1 Forms of Offer & Acceptance, plus Deviations

C1.1.1 Offer

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

- **Refurbishment of LV switchgear and auxiliaries**

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.

| | | |
|----------|----------------------------------------------------------------------|-------|
| Option A | The offered total of the Prices exclusive of VAT is | R [●] |
| | Value Added Tax @ 15% is | R [●] |
| | The offered total of the amount due inclusive of VAT is ¹ | R [●] |
| | [Offer in words. (Incl. VAT)] | |

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:**

Name &
signature of
witness

Date

Tenderer's CIDB registration number (if applicable)

C1.1.2 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 there are 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

Name & signature
of witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No.

C1.1.3 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 | | |

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 | _____ | _____ |
| On behalf of | _____ | _____ |
| Name & signature of witness | _____ | _____ |
| Date | _____ | _____ |

C1.2 Contract Data

C1.2.a Part One – Data provided by *Employer*

| Clause | Statement | Data |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: dispute resolution Option and secondary Options | A: Priced contract with activity schedule W1: Dispute resolution procedure X1: Contract Price Adjustment X2 Changes in the law X7 Delay Damages X17 Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract |
| 10.1 | The <i>Employer</i> is (Name): Address | Eskom Rotek Industries SOC Ltd (Reg no: 1990/006897/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa Roshland Office Park Lower Germiston Road Rosherville |
| 10.1 | The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions is (Name): Address Tel e-mail | Nyakallo Tema Roshland Office Park Lower Germiston Road Rosherville 011 629 8000 <u>TemaNA@eskom.co.za</u> |
| 11.2(11) | The <i>works</i> are | Refurbishment of LV switchgear and auxiliaries |
| 11.2(12) | The site Information is in _____ | Part 4: Site Information and all relevant documents and drawings to which it makes reference to. |

| | | |
|----------|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(12) | The <i>site</i> is | Rosherville New Engineering Facility |
| 11.2(13) | The works Information is in | Part 3: Scope of Work and all relevant documents and drawings to which it makes reference to. |
| 12.2 | The <i>law of the contract</i> is the law of | the Republic of South Africa |
| 13.1 | The <i>language of this contract</i> is | English |
| 13.2 | The <i>period for reply</i> is | 1 week |
| 4 | Testing and defects | |
| 40 | The <i>defects date</i> is | fifty-two (52) weeks after Completion. |
| 40.1 | Defect Notification | Contractor corrects a defect when the Employer notifies him of it. |
| 41.3 | The <i>defect correction period</i> is | To be discussed and agreed between the parties, however safety issues shall be managed immediately. |
| 5 | Payment | |
| 50.1 | The <i>assessment interval</i> is | Monthly between the 20th and the 25th day of each successive month |
| 50.5 | The <i>delay damages</i> are | 0.1% of contract Price per day, up to 10% of the Prices at the Contract Date. |
| 50.6 | The retention is | 0% of the Prices at the Contract Date |
| 51.1 | The <i>currency of this contract</i> is the | South African Rand |
| 51.2 | The interest rate on late payment is | the publicly quoted prime rate of interest (calculated on a 365-day year) charged by 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. |
| 8 | Risks and insurance | |
| 80.1 | The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of | the amount of the deductibles relevant to the event |
| | | |
| | | |
| | | |

80.1 These are additional *Employer's* risks **As per the insurance table**

84.1 The Employer is to provide insurances as stated in the Insurance Table
The Contractor will be liable for the applicable deductible, if any

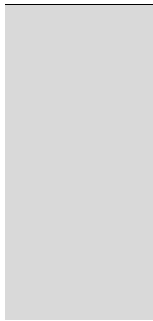
INSURANCE TABLE A

| Insurance against | Minimum amount of cover or minimum limit of indemnity |
|------------------------------|-------------------------------------------------------|
| Assets All Risk | As per the insurance policy document. |
| Project insurance | As per the insurance policy document. |
| Environmental Liability | As per the insurance policy document. |
| General and Public Liability | As per the insurance policy document. |
| Transportation (Marine) | As per the insurance policy document. |
| Motor Fleet and Mobile Plant | As per the insurance policy document. |
| Terrorism | As per the insurance policy document. |
| Cyber Liability | As per the insurance policy document. |

84.2 The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the Defects Certificate or a termination certificate has been issued.

INSURANCE TABLE B

| Insurance against | Minimum amount of cover or minimum limit of indemnity |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Loss of or damage to the works, Plant and Materials | The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy Deductible 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 works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract | <u>Loss of or damage to property</u> <u>Employer's property</u> The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy Deductible where covered by the <i>Employer's</i> insurance. <u>Other property</u> The replacement cost. <u>Bodily injury to or death of a person</u> |



| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| | The amount required by applicable law. |
| Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract | The amount required by the applicable law. |

84.4 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is **As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).**

10 Data for main Option clause

| | | |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 20.5 | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than | 4 weeks. |
| W1 | Data for Option | Option A |
| W1.1 | The <i>Adjudicator</i> | the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA). |
| W1.2(3) | The <i>Adjudicator nominating body</i> is: | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body. |
| W1.3 | The Adjudication | Adjudication table and time limits for notification of disputes, and reference to the adjudicator. |
| W1.4(2) | The <i>tribunal</i> is: | arbitration |
| W1.4(5) | The <i>arbitration procedure</i> is | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. |

| | | | | | | | | | | |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------|--------------------------|--------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------------------------------|
| | <div>The place where arbitration is to be held is</div> <div>The person or organisation who will choose an arbitrator<ul style="list-style-type: none">- if the Parties cannot agree a choice or- if the arbitration procedure does not state who selects an arbitrator, is</div> | <div>South Africa</div> <div>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</div> | | | | | | | | |
| X | Data for secondary Option clauses | | | | | | | | | |
| X1 | Contract Price Adjustment [CPA] | N/A | | | | | | | | |
| X2 | Changes in the law | There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data. | | | | | | | | |
| X7 | Delay Damages | 0.1% of the Contract price daily, to maximum 10% of Contract price | | | | | | | | |
| X17 | Low service damages | <table><tr><td><u>Amount</u></td><td><u>Performance Level</u></td></tr><tr><td>2.5% of Task Order Value</td><td>5% of service delivered is of substandard performance/delay in terms of the task order programme</td></tr><tr><td>3.5% of Task Order Value</td><td>10% of service delivered is of substandard performance/delay in terms of the task order programme</td></tr><tr><td>5% of Task Order Value</td><td>10% of service delivered is of substandard performance/delay in terms of the task order programme</td></tr></table> | <u>Amount</u> | <u>Performance Level</u> | 2.5% of Task Order Value | 5% of service delivered is of substandard performance/delay in terms of the task order programme | 3.5% of Task Order Value | 10% of service delivered is of substandard performance/delay in terms of the task order programme | 5% of Task Order Value | 10% of service delivered is of substandard performance/delay in terms of the task order programme |
| <u>Amount</u> | <u>Performance Level</u> | | | | | | | | | |
| 2.5% of Task Order Value | 5% of service delivered is of substandard performance/delay in terms of the task order programme | | | | | | | | | |
| 3.5% of Task Order Value | 10% of service delivered is of substandard performance/delay in terms of the task order programme | | | | | | | | | |
| 5% of Task Order Value | 10% of service delivered is of substandard performance/delay in terms of the task order programme | | | | | | | | | |
| X18 | Limitation of liability | | | | | | | | | |
| X18.1 | The Contractor's liability to the Employer for indirect or consequential loss is limited to | the amount of the deductibles relevant to the event | | | | | | | | |
| 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 | the amount of the deductibles relevant to the event | | | | | | | | |
| X18.3 | The Contractor's liability for Defects due to his design of an item of Equipment is limited to | <div>The greater of</div> <div><ul style="list-style-type: none">the total of the Prices at the Contract Date</div> | | | | | | | | |

| | | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <p>and the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles</p> |
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | <p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to the work execution plan • Delays due to the execution plan • Loss of or damage to property, Plant and Materials • Death of or injury to a person and Infringement of an intellectual property right. |
| X18.5 | The <i>end of liability date</i> is | 52 weeks after the end of the <i>service period</i> . |
| X19 | Task Order | |
| X19.5 | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within | 1 week of receiving the Task Order |
| Z | The additional conditions of contract are | Z1 to Z14 always apply. |

Z1 Cession delegation and assignment

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

Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the

starting date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.

- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z3**Confidentiality**

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4**Waiver and estoppel: Add to clause 12.2:**

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z5**Health, safety, and the environment**

- Z5.1 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.

- Z5.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6

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

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.
- Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z5

Health, safety, and the environment

- Z5.1 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.

- Z5.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.
- Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z7 Notifying compensation events

- Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."
- Z7.2 Add to core clause 62.3 "The *Employer's Representative* reply which is an acceptance of a quotation for a compensation event may require the due authority of the *Employer*."
- Z7.3 Add core clause 62.6 "The *Employer's Representative* extends the time allowed for:
- the *Contractor* to submit quotations for a compensation event and
 - the *Employer's Representative* to reply to a quotation.

The *Employer's Representative* notifies the *Contractor* if the *Employer's* authority is required and includes in his notification any extension to the period within which he is required to reply to the *Contractor's* quotation.

Z8 Employer's limitation of liability; Add to clause 80.1

- Z8.1 The *Employer* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 Termination: Add to clause 90.2, after the words "or its equivalent":

- Z9.1 or had a business rescue order granted against it.

Z10 Addition to Clause 50.5

Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Works.

If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

Z11 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 <i>Contractor</i> or a third party, such party's employees, agents, or Subconsultants or Subcontractor's employees, or any one or more of all of these parties' relatives or friends, |
| Coercive Action | means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally, |
| Collusive Action | means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally, |
| Committing Party | means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractors 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. |

Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z11.2 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.

Z11.3 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.

Z11.4 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.

Z12 Insurance

Z 12.1 Replace core clause 82 with the following:

82 Insurance cover

82.1 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.

82.2 The *Contractor* provides the insurances stated in the Insurance Table A, from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

| Insurance against | Minimum amount of cover or minimum limit of indemnity | Cover provided until |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Loss of or damage to the works | The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance | The <i>Employer's</i> certificate of Completion has been issued |
| Loss of or damage to Equipment, Plant and Materials | The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance | The Defects Certificate has been issued |
| The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works | <u>Loss of or damage to property</u> <u>Employer's property</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date where covered by the <i>Employer's</i> insurance <u>Other property</u> The replacement cost | |

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| | <u>Bodily injury to or death of a person</u> The amount required by the 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 | |
| Insurance against | Minimum amount of cover or minimum limit of indemnity | Cover provided until |
| Loss of or damage to the works | The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance | The <i>Employer's</i> certificate of Completion has been issued |
| Loss of or damage to Equipment, Plant and Materials | The replacement cost where not covered by the <i>Employer's</i> insurance. The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance | The Defects Certificate has been issued |
| The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works | <u>Loss of or damage to property</u> <u>Employer's property</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible as at contract date where covered by the <i>Employer's</i> insurance <u>Other property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by the 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 | |

INSURANCE TABLE B

| Insurance against or name of policy | Minimum amount of cover or minimum limit of indemnity |
|---------------------------------------------------|-------------------------------------------------------|
| Assets All Risk | Per the insurance policy document |
| Contract Works insurance | Per the insurance policy document |
| Environmental Liability | Per the insurance policy document |
| General and Public Liability | Per the insurance policy document |
| Transportation (Marine) | Per the insurance policy document |
| Motor Fleet and Mobile Plant | Per the insurance policy document |
| Terrorism | Per the insurance policy document |
| Cyber Liability | Per the insurance policy document |
| Nuclear Material Damage and Business Interruption | Per the insurance policy document |
| Nuclear Material Damage Terrorism | Per the insurance policy document |

Z13 Nuclear Liability

- Z13.1 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.
- Z13.2 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*.
- Z13.3 Subject to clause Z13.4 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*.
- Z13.4 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.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS

is decommissioned.

Z14 Asbestos

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

| | |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AAIA | means approved asbestos inspection authority. |
| ACM | means asbestos containing materials. |
| AL | means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL. |
| Ambient Air | means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet. |
| Compliance Monitoring | means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles. |
| OEL | means occupational exposure limit. |
| Parallel Measurements | means measurements performed in parallel, yet separately, to existing measurements to verify validity of results. |
| Safe Levels | means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles. |
| Standard | means the <i>Employer's Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.</i> |
| SANAS | means the South African National Accreditation System. |
| TWA | means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA. |

Z14.1 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.

Z14.2 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 Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 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.
- Z14.5 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.
- Z14.6 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.
- Z14.7 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.

C1.2.b Part Two – Data provided by *Contractor*

Notes to a tendering contractor:

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 31 of the ECSC3 April 2013 Guidance Notes.

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 : Address Tel No. Fax No. E-mail address | |
| 11.2(9) | The Price List is in | the document called 'Price List' in Part 2 of this contract. |
| 11.2(10) | The offered total of the Prices is. | R 0.00 excluding VAT |
| 63.2 | The percentage for overheads and profit added to the Defined Cost for people is. <small>Note: The percentage for overheads and profit are applied to any change in the Defined Cost due to the compensation event. The percentage is required to cover all costs and overheads not included in the Defined Cost as well as an allowance for profit. This percentage is applied to Defined Cost for people.</small> | 10% |

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

C1.3 Proforma Guarantee

N/A

Part C2: Pricing data

| Document reference | Title | |
|--------------------|-----------------------------------------------|--|
| C2.1 | Pricing assumptions: | |
| C2.2 | First forecast of total Defined in price list | |

C2.1 Pricing Assumptions

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

| | | |
|------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Identified and defined terms | 11 | |
| | 11.2 | (12) The Price List is the <i>price list</i> unless later changed in accordance with this contract. |
| | | (17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate. |
| | | (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate. |

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively the *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and

incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 Price Schedule

ESKOM ROTEK INDUSTRIES PROJECT
ELECTRICAL INSTALLATION BILL OF QUANTITIES
BILL NO0 :PRELIMINARY & GENERALS: ELECTRICAL INSTALLATION

| ITEM | DESCRIPTION | UNIT | QTY | RATE | TOTAL |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|------|-------|
| NOTE: | The complete installation must comply SANS 10142 specifications and the Quality specification in this document. Therefore Tenders are advised to study the specification and drawings before the Bill is to be price. | | | | |
| 1.1 | In accordance with the Conditions of Contract, provide for all expenses, obligations | | | | |
| | and general items pertaining to such conditions and all items not specifically | | | | |
| | specified or mentioned to enable the works to be completed in a satisfactory manner. | | | | |
| 1.1.1 | Fixed Portion | Item | 1 | | |
| 1.1.2 | Variable with contract period | Item | 1 | | |
| 1.1.3 | Variable with contract price | Item | 1 | | |
| | | | | | |
| 1,2 | SECURITY | | | | |
| | Security for the full contract period | Item | 1 | | |
| | | | | | |
| 1,3 | STAFF CLOTHING | | | | |
| | | item | 1 | | |
| | hard hats at all times on site, for the duration of the contract, name tags must be provided to | | | | |
| | all the employees on site, whether in work clothes or not. | | | | |
| | | | | | |
| 1,4 | HEALTH AND SAFETY PLAN | | | | |
| | Provide a Health and Safety Plan in accordance with the OHS Act Construction | item | 1 | | |
| | Regulations, attend H&S meetings as required, report on compliance with H&S Plan, | | | | |
| | Provision for Special Lighting in the Assembly Hall | | | | |
| | | | | | |
| 1,5 | CONTRACT MANAGEMENT | | | | |
| | Full time contract management and supervision of the works including liaison with | item | 1 | | |
| | Principal Contractor, other Subcontractors, meetings and submission of installation | | | | |
| | programme including weekly revisions thereto from time to time or as may be | | | | |
| | required by the Principal Contractor or Employer. | | | | |
| | | | | | |
| 1,6 | Provide print outs of all devices, device addresses, type of devices, zones, and | item | 1 | | |

Refurbishment of LV switchgear and auxiliaries

CONTRACT NO: _____

| ITEM | DESCRIPTION | UNIT | QTY | RATE | TOTAL |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|------|-------|
| | quantities, etc. for each zone per fire panel of the existing installation before | | | | |
| | the works start, for all existing fire panels. | | | | |
| | | | | | |
| 1,7 | Provide print outs of all devices, device addresses, type of devices, zones, and | item | 1 | | |
| | quantities, etc. for each zone per existing PA/Evacuation panel of the existing | | | | |
| | installation before the works start. | | | | |
| | | | | | |
| 1,8 | AS-BUILT DRAWINGS with OPERATIONS AND MAINTENANCE MANUALS | | | | |
| | Provide a complete set of As-built drawings and provide three sets of O&M The Sub Contractor must mark a complete set of drawing with all changes made on the latest revised drawings issued by the Electrical Engineer. The contractor must arrange for a meeting with the Electrical Engineer to discuss the mark-up drawings. The Electrical contractor as well as the Foreman on site that was responsible for the works on site. All devices, device addresses, isolator positions and cable configuration must be indicated in the drawings | item | 1 | | |
| 1,9 | CLEAN AND RESTORATION OF SITE | | | | |
| | Cleaning and restoration of the site during construction and after completion | item | 1 | | |
| | to the satisfaction of the Engineer and client. | | | | |
| | | | | | |
| 1,10 | COC CERTIFICATES | | | | |
| | On completion of each distribution board installation etc. as required in terms of | item | 1 | | |
| | the regulations, issue a Certificate of Compliance | | | | |
| | for each of the installations provided. | | | | |
| 1,11 | GUARANTEE and MAINTENANCE PERIOD | | | | |
| | Allow for free maintenance during the guarantee period of 12 months for all defects | item | 1 | | |
| | in equipment, material and workmanship excluding wear and tear and normal | | | | |
| | maintenance. (excluding replacement of lamps) | | | | |
| | | | | | |
| | TOTAL CARRIED TO SUMMARY PAGE | | | | |

Part C3: Scope of Work

C3.1 Employer's Service Information

TECHNICAL SPECIFICATION:

TECHNICAL SPECIFICATION
On
ELECTRICAL INSTALLATION
For
ESKOM ROSHERVILLE ROTOK INDUSTRIES
SWITCHGEAR

PART 5a – SPECIFICATION FOR ELECTRICAL WORKS

DETAILED SPECIFICATION:

Contents

| | |
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PART 5 - DETAILED ELECTRICAL SPECIFICATION**1 GENERAL**

This section of the specification shall be read as an amplification of the previous sections with particular reference to the project being tendered upon. In all cases the installation standards detailed in Section IV shall be adhered to unless specifically mentioned to the contrary in this section.

2 SCOPE OF CONTRACT

The contract comprises the complete electrical installations as required for the upgrade and replacement to existing burned switchgear that is located at Eskom Rosdenville Rotek Industries in Rosdenville, Johannesburg South in the Gauteng Province.

EXTENT OF WORK

The work covered by this contract comprises the complete electrical installation, in working order, as shown on the drawings and as per this specification, including the supply and installation of all fittings and also the installation of such equipment supplied by the Client.

The extent of the work could be summarized as follows;

- Installation of a new switchgear enclosure or panel on the location of the burned existing one;
- Installation of a new circuit breakers, earth leakage breaker and surge area in the switchgear enclosure or panel;
- Earth bonding of mechanical equipment;

2.1 ELECTRICAL SUPPLY

The Electrical Contractor shall install a new and upgraded 800A / 415V switchgear in the exiting switchgear room. The switchgear will supply power supply to the existing loads including 4x Fan Motor-Conveyor panels.

The reticulation of all LV cables feeding the main distribution panel, sub-distribution or local boards and equipment will not be replaced, existing cables will be re-used unless as otherwise found faulty or non-compliant. Before any replacement of non-compliant cables, the contractor shall inform the engineer for approval of such an installation prior.

The constructor shall be responsible to acquire workshop drawings developed from the engineer's schematics layout. The engineer will be responsible to sign off the workshop drawings before the equipment is manufactured.

3. REGULATIONS AND STANDARD

The workmanship shall be of the highest grade and to the satisfaction of the Engineer. All inferior work shall, on indication by the Engineer, immediately be removed and rectified at the expense of the Contractor.

The installation shall be installed in compliance with the standards outlined below;

- SANS 61439-1 - Low-voltage Switchgear and Controlgear Assemblies: General Rules
- SANS 61439-2 - Power Switchgear and Controlgear Assemblies
- SANS 60529 - Degrees of Protection (IP Code)
- SANS 1973-1 - Low-voltage Switchgear and Controlgear Assemblies: Assemblies
- SANS 10141-1:2020 LV Reticulation
- SANS 10142-2:2018 Wiring of Premises – Medium Voltage
- SANS 10142-1:2020 Wiring of Premises – Low Voltage - Allocation of Medical Location Groups
- SANS 10400 XA: Energy Efficiency
- SANS 204:2011: Energy Efficiency in Buildings
- SABS IEC 60614 (1) - General requirements of conduits.
- SABS 1063 Part 1 & 2 - Metal Galvanized Conduits and Accessories.
- SABS 61035 - Installation of Conduit Fittings.

- SABS IEC 61084 - Electrical Installation Ducting & Trunking Systems.
- SABS 1307 & 1374 - PVC Insulated Single Core Voltage Conductors.
- SABS IEC 60669 - Manufacture of Switches. (SABS Mark)
- SABS IEC 1084 - Cover Plates.
- SABS 1083 - GI Wall Boxes.
- SABS 1763 - Manufacture of DB's.
- SABS 1473, SABS IEC 60947 & SABS 60439 - Low voltage switchgear & control gear.
- SABS 163 & SABS IEC 60947-2 - Size & Type of Moulded case circuit breakers.
- SABS IEC 60099 - Electrical Surge Arrestors.
- SABS 10313:2018 - Code of Practice for the Protection of Structures against Lightning.
- Occupational Health & Safety Act 85 of 1993.

4. CERTIFICATE OF COMPLIANCE

On completion of the service, a Certificate of Compliance, for every Distribution Board including the total installation reticulated from the distribution board, must be issued to the Engineer's Representative/Agent in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and SANS 10142: "Code of Practice for the Wiring of Premises". It is to be noted that all work undertaken is to be under the continuous supervision of a registered Master Electrician who is to be made known at the time of tender and whom is to be in the permanent employ of the Tenderer.

5. KEY SPECIFICATION

The proposed switchgear enclosure must have the prior written approval from the Engineer, before manufacture.

5.1. IP RATING

The enclosure must meet specific ingress protection (IP) standards to ensure it is resistant to both dust and moisture, aligning with the operational demands of the environment. An IP33 rating is required, which offers effective protection against limited dust ingress and exposure to low-pressure water jets. This IP rating is appropriate given the enclosure's indoor location and moderate environmental challenges. However, for enhanced dust protection, an IP63 rating may also be considered if additional dust-tight security is necessary. The IP63 rating ensures complete dust resistance, which may reduce the need for frequent maintenance and provide longer-term durability in environments with more consistent particulate exposure.

5.2. MATERIAL SELECTION

Material selection shall meet the durability and corrosion resistance standards. The preferred material for the enclosure is stainless steel, either grade 304 or 316, given its robustness, resistance to corrosion, and suitability for industrial environments. Stainless steel 304 is adequate for general industrial use, while stainless steel 316, which contains additional chromium and nickel, is preferable if trace chemicals are present in higher concentrations. As an alternative, mild steel with a high-quality, weather-resistant powder coating or galvanization may also be used. Coated mild steel provides adequate protection and can be a cost-effective solution, though it may not be as corrosion resistant as stainless steel. The material should be of a minimum thickness of 1.3mm to ensure structural integrity and longevity under operational stresses. All materials shall be subject to the approval of the Engineer and Client.

Wherever applicable the material is to comply with the relevant South African Bureau of Standards, specifications, or to British Standard Specifications, where no SABS Specifications exist.

Materials wherever possible, must be of South African manufacture and origin.

5.3. CONSTRUCTION AND DESIGN

Construction of the enclosure must incorporate high-quality gaskets and sealing elements to maintain the specified IP rating. These gaskets should be weather-resistant and capable of preserving the IP protection

rating over time. If ventilation is necessary, the enclosure should use dust-proof filters made from corrosion-resistant materials, ensuring no compromise to internal cleanliness. Cable entry points must be designed to meet IP33 or IP65 standards, effectively sealing against dust and moisture. Additionally, the door should include a secure locking mechanism, using corrosion-resistant hinges and a tight gasket to prevent ingress of dust or moisture. The enclosure should also be equipped with removable or hinged doors to facilitate easy access for maintenance and inspection.

5.4. MOUNTING AND INSTALLATION REQUIREMENTS

Mounting and installation are essential to ensure the enclosure remains stable and accessible. The panel will be surface mounted on the wall and corrosion-resistant brackets should be used for mounting. Proper grounding and bonding points must be integrated to ensure safe electrical connections, aligning with established electrical safety standards. Accessibility for maintenance personnel is crucial, and therefore, the enclosure should incorporate user-friendly access points, such as hinged doors or easily removable panels.

6. PERFORMANCE REQUIREMENTS

6.1. ELECTRICAL

The enclosure must support the operational voltage and current ratings required for the ventilation fan control system, without risking overheating or degradation. It should also have the capacity to contain and withstand short-circuit events, thereby safeguarding personnel and equipment. Compliance with these performance standards ensures the reliability and safety of the system during continuous use.

6.2. CORROSION AND ENVIRONMENTAL RESISTANCE

Corrosion and environmental resilience are key performance aspects for industrial equipment. Therefore, the enclosure materials and coatings must comply with SABS regulations for durability in environments subject to moderate chemical exposure and fluctuating humidity. The materials specified will provide resilience to both dust and chemical exposure, ensuring that the enclosure can perform effectively without frequent maintenance.

7. COMPLIANCES WITH STANDARDS

The enclosure must adhere to relevant SANS and SABS standards to ensure it meets the operational, safety, and durability requirements expected of industrial switchgear enclosures. Specifically, SANS 61439-1 and SANS 61439-2 provide guidance on the general and assembly-specific requirements for low-voltage switchgear, which the design and materials specified in this report meet. The SANS 60529 standard specifies the IP rating requirements, ensuring protection against dust and moisture ingress. Compliance with SANS 1973-1 is also necessary, as it governs general safety requirements for low-voltage switchgear, addressing structural and operational safety requirements.

8. MAINTAINANCE AND INSPECTION REQUIREMENTS

To preserve the enclosure's performance and lifespan, regular maintenance and inspections should be conducted. Maintenance includes routine checks for dust accumulation, potential moisture ingress, and corrosion. If ventilation filters are used, they should be periodically cleaned or replaced to prevent internal contamination. For enclosures made of stainless steel, cleaning with non-abrasive materials is recommended to maintain corrosion resistance and aesthetic integrity.

The maintenance period for the works shall be 12 months, with effect from the date of Practical Completion. The Contractor shall at his own expense undertake the regular servicing of the installation during the maintenance period and shall make all adjustments necessary for the correct operation thereof.

If during the said period the installations is not in working order for any reason for which the Contractor is responsible, or if the installations develops defects, he shall immediately upon being notified thereof take steps to remedy the defects and make any necessary adjustments.

Should such stoppages however be so frequent as to become troublesome, or should the installations otherwise prove unsatisfactory during the said period the Contractor shall, if called upon by the Client / Engineer, at his own expense replace the whole of the installations or such parts thereof as the Client / Engineer may deem necessary with apparatus specified by the Client / Engineer.

9. DOCUMENTATION AND TESTING

Certification and compliance documentation are required from the supplier to verify that the enclosure materials meet SABS quality standards, particularly in cases where stainless steel or coated materials are used. Testing to confirm the IP rating is necessary to validate compliance with the specified protection level, either IP33 or IP65, depending on the final design choice. Documentation should also include guidelines for periodic inspections and maintenance protocols to ensure ongoing compliance with safety and performance standards.

On completion of the works, and before first delivery is taken, a full test will be carried out on the installation, for a period of sufficient duration, to determine the satisfactory working thereof. During this period the installations will be inspected, and the Contractor shall make good, to the satisfaction of the Representative/Agent, any defects which may arise.

The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installations at completion.

10. NOTICES AND FEES

The Contractor shall issue all notices and make the necessary arrangements with Supply Authorities, the Postmaster-General, S.A. Transport Services, Provincial or National Road Authorities and other authorities as may be required with respect to the installation.

The Contractor shall give all notices required by and pay all necessary fees, including any inspection fees, which may be due to the local Supply Authority.

On production of the official account, only the net amount of the fee charged by the Supply Authority for connection of the installation to the supply mains will be refunded to the Contractor by the Client.

11. DRAWINGS

The drawings generally show the scope and extent of the proposed work and shall not be held as showing every minute detail of the work to be executed. The position of power points, MD power meters, circuit breakers, earth leakage breaker and surge arrestors that may be influenced by built-in equipment must be established on site, prior to these items being installed in.

12. BALANCING OF LOAD

The Contractor is required to balance the load as equally as possible over the multiphase supply. Ensure that the electrical installation is balanced over the multiphase supply and connections of single-phase breakers are executed on the exact phase as indicated on the SLDs.

13. PAYMENT FOR SWITCHGEAR ENCLOSURE, CIRCUIT BREAKERS AND SURGE ARRESTORS

In order to avoid price escalation, the contractor is requested to order all the circuit breakers, protection breaker immediately upon award of the contract and to deliver them to site, to be stored at his own risk.

The Contractor shall supply and completely install all circuit breakers, meters, as indicated on the drawings. The storage, transportation, handling and installing of the enclosure, surge arrestors and circuit breakers shall be according to first class practice, and the contractor shall have adequate and suitable equipment and labour

to ensure that no damage is done to cables during such operations.

Clearly engraved labels are to be mounted on or below every switch. The working of the labels in English and Afrikaans is to be according to the lay-out drawings or as directed by the Engineer's representative and must be confirmed on site. Flush mounted boards to be installed with the top of the board 2,0m above the finished floor level.

14 TESTS

On completion of the works, and before first delivery is taken, a full test will be carried out on the installation, for a period of sufficient duration, to determine the satisfactory working thereof. During this period the installations will be inspected and the Contractor shall make good, to the satisfaction of the Representative/Agent, any defects which may arise.

The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installations at completion.

15 MAINTENANCE OF INSTALLATIONS

The maintenance period for the works shall be 12 months, with effect from the date of Practical Completion. The Contractor shall at his own expense undertake the regular servicing of the installation during the maintenance period and shall make all adjustments necessary for the correct operation thereof.

If during the said period the installations is not in working order for any reason for which the Contractor is responsible, or if the installations develops defects, he shall immediately upon being notified thereof take steps to remedy the defects and make any necessary adjustments.

Should such stoppages however be so frequent as to become troublesome, or should the installations otherwise prove unsatisfactory during the said period the Contractor shall, if called upon by the Client / Engineer, at his own expense replace the whole of the installations or such parts thereof as the Client / Engineer may deem necessary with apparatus specified by the Client / Engineer.

C3.2: Contractor's service Information

Part C4: Site Information

Rosherville farm.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ('Agreement') is entered into between the Employer and the Contractor.

WHEREAS, the Employer and the Contractor (the Parties) desire to exchange certain confidential information; and consider further business dealings with each other.

WHEREAS, the parties desire to evidence their agreements governing the exchange of certain confidential information as set forth below.

Now therefore, for good and valuable consideration, including the mutual agreements hereinafter recited, the parties hereby agree as follows:

1. The parties contemplate an exchange, either orally, in writing or by inspection, of certain confidential proprietary information possessed or owned separately by them and not readily available or otherwise known to the public and which may be helpful in evaluating further business dealings. Such confidential information (the 'Subject Information') may include but not be limited to the parties' inventions, trade secrets, know-how, technical information on products and manufacturing processes, and information concerning their business assets, financial condition, operations, plans and prospects.
2. The purpose of the exchange of Subject Information is to enable the parties to evaluate the Subject information for the purpose only of considering further business dealings with each other.
3. The parties each agree that they shall maintain in secrecy in accordance with the terms of this Agreement all of the Subject Information each party receives (the 'Receiving Party') from the other party (the 'Proprietor') and shall not disclose or use other than for the purpose specified herein the Subject Information without the written consent of the Proprietor of the Subject Information. All Subject Information communicated from one party to the other shall be deemed to be proprietary and confidential to the Proprietor whether marked or identified as such or not.
4. The duty of care to safeguard Subject Information shall be the same as that which the parties each use to safeguard their own respective proprietary and confidential information.
5. The Receiving Party of Subject Information shall not be obligated to maintain Subject Information received from its Proprietor in secrecy or refrain from using it to the extent that any such information is or rightfully becomes publicly available information other than through a breach of this Agreement, or which the Receiving Party later obtains lawfully from anyone else who is not known by the Receiving Party to be obligated under any secrecy agreement with Proprietor to maintain the information in secrecy. The Receiving Party also shall not be obligated to maintain in secrecy any information it receives from the Proprietor which it can demonstrate was already in its possession when the information was disclosed to the Receiving Party by the Proprietor.
6. The Receiving Party shall promptly return to its Proprietor any Subject Information in tangible form it has received from the Proprietor immediately upon the Proprietor's request, without retaining any copies, summaries, analyses or extracts thereof. All documents, memoranda, notes and other writings prepared by the parties, or their advisors, based on the Subject Information of each other, shall be destroyed, and such destruction shall be certified in writing by an authorised officer supervising such destruction.
7. If a party, with the written consent of the Proprietor of Subject Information, discloses any Subject Information received from its Proprietor to any third party, it shall do so only under a secrecy

agreement having a scope similar to and which is consistent with this Agreement, and the disclosing party shall be primarily responsible for any compromise of the secrecy of Subject Information by such third party

8. Each party agrees that it shall not, while and for so long as it is obligated to maintain Subject Information in secrecy, use for its own benefit, or for the benefit of others or exploit, commercialise, develop, test promote, sell, lease, market or otherwise dispose of any products or services using, incorporating or relying on Subject Information received from its Proprietor without the written consent of the Proprietor.
9. The obligations of the party receiving Subject Information pursuant to this Agreement shall be effective with respect of each item of Subject Information for a term of five (5) years from the date of submission of the Subject Information to the Receiving Party by its Proprietor, unless the Proprietor agrees otherwise in writing.
10. For purposes of this Agreement, each party shall include (to the extent applicable) the officers, directors, employees, agents, representatives, attorneys, joint ventures, partnerships, affiliates, subsidiaries, and divisions of the party, and any other entity or entities which such party controls or which controls it, and, further, shall include any transferee, successor and assign of the assets of the party.
11. This Agreement shall be construed (both as to validity and performance) and enforced in accordance with, and governed by, the laws of Republic of South Africa.
12. Neither this Agreement nor the exchange of Subject Information between the parties shall create or be relied on by either party as a basis for creating any license between the parties under any patent, or other industrial or intellectual property rights of the Proprietor of the Subject Information, or any other license between the parties in the absence of any express written license agreement between them
13. The parties agree that no contract or agreement providing for a transaction shall be deemed to exist between them unless and until a definitive agreement has been executed and delivered, the parties hereby waive, in advance, any claim (including, without limitation, breach of contract) in connection with a possible transaction with each other unless and until they shall have entered into a definitive agreement. The parties also agree that unless and until a definitive agreement between them has been executed and delivered, neither party has any legal obligation of any kind whatsoever with respect to any such transaction by virtue of this Agreement or any other written or oral expression with respect to such transaction, except, in the case of this Agreement, for the matters specifically agreed to herein. For purposes of this paragraph, the term 'definitive agreement'; does not include an executed letter of intent, memorandum of understanding.

IN WITNESS WHEREOF, and intending to be legally bound, this Agreement has been executed by the parties as of and effective from the date first written above.