



## NEC3 Engineering and Construction

# Short Contract (ECSC3)

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

and

for 66kV and 132kV Feeder and Cable Maintenance and Breakdown Contract in the Cape Coastal Cluster (WCOU)

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Documentation prepared by: **Nolan Ockhuis**

**ENQUIRY NUMBER: WC1003TP(R)**

**CONTRACT No: 46000**

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### 66kV and 132kV Feeder and Cable Maintenance and Breakdown Contract in the Cape Coastal Cluster (WCOU)

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

|   |      |
|---|------|
| The offered total of the Prices exclusive of VAT is | R[●] |
| Value Added Tax @ 15% is                            | R[●] |
| The offered total of the Prices inclusive of VAT is | R[●] |
| (in words) [●]                                      |      |

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

## Acceptance

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

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Representative (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

**for the  
Employer**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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

## Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

| No. | Subject | Details |
|-----|---------|---------|
| 1   | [•]     | [•]     |
| 2   | [•]     | [•]     |
| 3   | [•]     | [•]     |
| 4   | [•]     | [•]     |
| 5   | [•]     | [•]     |
| 6   | [•]     | [•]     |
| 7   | [•]     | [•]     |

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

### For the tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

*(Insert name and address of organisation)*

Name &  
signature  
of witness

Date

## C1.2 Contract Data

### Data provided by the *Employer*

Completion of the data in full is essential to create a complete contract.

| Clause         | Statement  | Data  |
|----------------|--|---|
| <b>General</b> |  |   |
| 10.1           | The <i>Employer</i> is (Name):   | <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> |
|                | Address  | <b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>   |
| 10.1 & 14.4    | The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions <sup>1</sup> is (Name): | <b>Nolan Ockhuis</b>  |
|                | Address  | <b>60 Voortrekker Road, Bellville, 7535</b>   |
|                | Tel No.  | <b>021 915 2828</b>   |
|                | Fax No.  | <b>086 665 4194</b>   |
|                | E-mail address   | <b>OckhuiN@eskom.co.za</b>  |
| 11.2(11)       | The <i>works</i> are   | <b>66kV and 132kV Feeder and Cable Planned and Breakdown Maintenance in the Cape Coastal Cluster (WCOU)</b>   |
| 11.2(13)       | The Works Information is in  | <b>the document called 'Works Information' in Part 3 of this contract.</b>  |
| 11.2(12)       | The Site Information is in   | <b>the document called 'Site Information' in Part 4 of this contract.</b>   |
| 11.2(12)       | The <i>site</i> is   | <b>Western Cape Operating Unit</b>  |
| 30.1           | The <i>starting date</i> is.   | <b>01 March 2023</b>  |
| 11.2(2)        | The <i>completion date</i> is.   | <b>28 February 2028</b>   |
| 13.2           | The <i>period for reply</i> is   | <b>72 hours</b>   |
| 40             | The <i>defects date</i> is   | <b>52 weeks after Completion</b>  |
| 41.3           | The <i>defect correction period</i> is   | <b>2 weeks</b>  |
| 50.1           | The <i>assessment day</i> is the   | <b>25<sup>th</sup> of each month.</b>   |
| 50.5           | The <i>delay damages</i> are   | <b>[●] per day</b>  |
| 50.6           | The retention is   | <b>[●]%</b>   |
| 51.2           | The interest rate on late payment is   | <b>0 %</b>  |

<sup>1</sup> Except those actions which can only be done by the *Employer* as a Party to the contract.

|         |   |  |
|---------|---|--|
| 80.1    | The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of | the amount of the deductibles relevant to the event described in the applicable "Format ECSC3" policy available on<br><a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a>                            |
| 82.1    | The <i>Employer</i> provides this insurance   | as stated for "Format ECSC3" available on<br><a href="http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx">http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx</a><br><br>(See Annexure A for basic guidance)  |
| 82.1    | The minimum amount of cover for the third insurance stated in the Insurance Table is:   | whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .   |
| 82.1    | The minimum amount of cover for the fourth insurance stated in the Insurance Table is:  | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)  |
|         | Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?   | No   |
| 93.1    | The <i>Adjudicator</i> is   | the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <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). |
|         | Address   | [•]  |
|         | Tel No.   | [•]  |
|         | Fax No.   | [•]  |
|         | e-mail  | [•]  |
| 93.2(2) | The <i>Adjudicator nominating body</i> is:  | the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body   |
| 93.4    | The <i>tribunal</i> is:   | arbitration.   |

|   |   |
|---|---|
| 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</b>   |
| - if the arbitration procedure does not state who selects an arbitrator, is | <b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>   |

**The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (April 2013)<sup>23</sup> and the following additional conditions Z1 to Z11 which always apply:**

## **Z1 Cession delegation and assignment**

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

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

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

## **Z3 Ethics**

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

<sup>2</sup> If June 2005 Edition applies, delete April 2013 and insert June 2005

<sup>3</sup> State whether attached as a 'PDF' file in terms of Eskom's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

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

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

- Z3.3 If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

## **Z4 Confidentiality**

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

## **Z5 Waiver and estoppel: Add to clause 12.2:**

- Z5.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

## **Z6 Health, safety and the environment**

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;

- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
- undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

Z7.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.

Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z7.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

## **Z8 Notifying compensation events**

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

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

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

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

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

## **Z11 Addition to Clause 50.5**

Z11.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Works.

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

## **Annexure A: Insurance provided by the Employer**

*These notes are provided as guidance to tendering contractors and the Contractor about the insurance provided by the Employer. The Contractor must obtain its own advice. Details of the insurance itself are available from the internet web link given below.*

1. For the purpose of works contracts likely to be let under this contract (low value straight forward work), insurance provided by Eskom (the *Employer*) has been arranged on the basis of “**Format ECSC3**” as described on the web link given at the foot of this page.
2. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below under the **Format ECSC3** and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 82.1. In terms of clause 82.1 “The *Contractor* provides the insurances stated in the Insurance Table. The *Contractor* does not provide an insurance which the *Employer* is to provide as stated in the Contract Data”. Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
3. When Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom’s Marine Policies Procedures found at internet website given below.
4. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**  
***[http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS\\_Policies\\_From\\_1\\_April\\_2014\\_To\\_31\\_March\\_2015.aspx](http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx)***

## Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>4</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 page 31 of the ECSC3 April 2013 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

|          |  |  |
|----------|--|--|
| 10.1     | The <i>Contractor</i> is (Name):   | [•]  |
|          | Address  | [•]  |
|          | Tel No.  | [•]  |
|          | Fax No.  | [•]  |
|          | E-mail address   | [•]  |
| 63.2     | The percentage for overheads and profit added to the Defined Cost for people is            | [•]%   |
| 63.2     | The percentage for overheads and profit added to other Defined Cost is                     | [•]%   |
| 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<br>[Enter the total of the Prices from the Price List]: | R[•]<br>excluding VAT<br>[in words]<br>[•]<br>excluding VAT  |

<sup>4</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

## C2 Pricing Data

### C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

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

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

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

## C2.2 Price List

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

| ITEM  | DESCRIPTION  | UNIT              | UNIT PRICE |
|-------|--|-------------------|------------|
| A1.1  | Site Establishment : >150 km Radius <b>(See Note A in Clarification Sheet)</b>   | each              |            |
| A1.2  | LDV per km   | km                |            |
| A1.3  | Truck per km   | km                |            |
| A1.4  | Compressor   | per day           |            |
| A1.5  | Digger Loader  | per day           |            |
| A1.6  | Rock Drill   | per day           |            |
| A1.7  | Health and Safety  | Fixed %           |            |
| A1.8  | Accommodation <b>(See Note B in Clarification Sheet)</b>   | per person        |            |
| A1.9  | Stand-by Allowance Mondays - Fridays (after hours) <b>(See Note C in Clarification Sheet)</b>                              | Per shift         |            |
| A1.10 | Stand-by Allowance Weekends & Public Holidays <b>(See Note C in Clarification Sheet)</b>                                   | Per Shift         |            |
| A1.11 | Cellphone Allowance <b>(See Note C in Clarification Sheet)</b>   | Month             |            |
| A1.12 | String squirrel, fox, mink, acasia, pine, ACC <b>(Includes all activities)</b>   | 3 phase linear km |            |
| A1.13 | String hare, greased oak <b>(Includes all activities)</b>  | 3 phase linear km |            |
| A1.14 | String CHIKADEE conductor <b>(Includes all activities)</b>   | 3 phase linear km |            |
| A1.15 | Removal of conductors on 66kV/132kV <b>(Damaged or to replace with new and includes guard/Earth Wire where applicable)</b> | linear m          |            |
| A1.16 | Laying of 66kV/132kV Cables <b>(Includes laying the cables, the danger tape and closing the trench - Depth approx.1m)</b>  | linear m          |            |
| A1.17 | Digging of trenches for 66kV/132kV Cables <b>(Depth Approx. 1m)</b>  | linear m          |            |
| A1.18 | Dig Holes: Poles and Stays   | each              |            |
| A1.19 | Hole auger / drilling  | each              |            |
| A1.20 | Foundation for 66kV/132kV Monopole <b>(Includes digging and concrete All Activities)</b>                                   | each              |            |
| A1.21 | Foundation for 66kV/132kV Lattice Tower (Includes digging and concrete All Activities)                                     | each              |            |
| A1.22 | 66kV Single Core Termination - PAX Cable - Indoor  | each              |            |
| A1.23 | 66kV Single Core Termination - PILC - Indoor   | each              |            |
| A1.24 | 66kV Single Core Termination - Gas Insulated Cable - Indoor  | each              |            |
| A1.25 | 66kV Single Core Termination - Oil Insulated Cable - Indoor  | each              |            |
| A1.26 | 66kV Single Core Termination - PAX Cable - Outdoor   | each              |            |

| ITEM  | DESCRIPTION   | UNIT | UNIT PRICE |
|-------|---|------|------------|
| A1.27 | 66kV Single Core Termination - PILC - Outdoor                 | each |            |
| A1.28 | 66kV Single Core Termination - Gas Insulated Cable - Outdoor  | each |            |
| A1.29 | 66kV Single Core Termination - Oil Insulated Cable - Outdoor  | each |            |
| A1.30 | 66kV Single Core Joint - Pax Cable                            | each |            |
| A1.31 | 66kV Single Core Joint - PILC                                 | each |            |
| A1.32 | 66kV Single Core Joint - Gas Insulated Cable                  | each |            |
| A1.33 | 66kV Single Core Joint - Oil insulated Cable                  | each |            |
| A1.34 | 66kV 3 Phase Joint - Pax Cable                                | each |            |
| A1.35 | 66kV 3 Phase Joint - PILC                                     | each |            |
| A1.36 | 66kV 3 Phase Joint - Gas Insulated Cable                      | each |            |
| A1.37 | 66kV 3 Phase Joint - Oil insulated Cable                      | each |            |
| A1.38 | 132kV Single Core Termination - PAX Cable - Indoor            | each |            |
| A1.39 | 132kV Single Core Termination - PILC - Indoor                 | each |            |
| A1.40 | 132kV Single Core Termination - Gas Insulated Cable - Indoor  | each |            |
| A1.41 | 132kV Single Core Termination - Oil Insulated Cable - Indoor  | each |            |
| A1.42 | 132kV Single Core Termination - PAX Cable - Outdoor           | each |            |
| A1.43 | 132kV Single Core Termination - PILC - Outdoor                | each |            |
| A1.44 | 132kV Single Core Termination - Gas Insulated Cable - Outdoor | each |            |
| A1.45 | 132kV Single Core Termination - Oil Insulated Cable - Outdoor | each |            |
| A1.46 | 132kV Single Core Joint - Pax Cable                           | each |            |
| A1.47 | 132kV Single Core Joint - PILC                                | each |            |
| A1.48 | 132kV Single Core Joint - Gas Insulated Cable                 | each |            |
| A1.49 | 132kV Single Core Joint - Oil insulated Cable                 | each |            |
| A1.50 | 132kV 3 Phase Joint - Pax Cable                               | each |            |
| A1.51 | 132kV 3 Phase Joint - PILC                                    | each |            |
| A1.52 | 132kV 3 Phase Joint - Gas Insulated Cable                     | each |            |
| A1.53 | 132kV 3 Phase Joint - Oil insulated Cable                     | each |            |
| A1.54 | Planting or Removing Wooden Pole                              | each |            |
| A1.55 | Demolishing/Removing 66kV/132kV Lattice Structure             | each |            |
| A1.56 | Demolishing/Removing 66kV/132kV Monopole                      | each |            |
| A1.57 | Erect /Install 66kV/132kV Lattice Structure                   | each |            |

| ITEM  | DESCRIPTION   | UNIT     | UNIT PRICE |
|-------|---|----------|------------|
| A1.58 | Erect /Install 66kV/132kV Monopole  | each     |            |
| A1.59 | Demolishing 66kV/132kV Feeder - Woodpole (Including Guard/Earth Wire)                     | linear m |            |
| A1.60 | Demolishing 66kV/132kV Feeder - Monopole (Including Guard/Earth Wire)                     | linear m |            |
| A1.61 | Demolishing 66kV/132kV Feeder - Lattice Structure (Including Guard/Earth Wire)            | linear m |            |
| A1.62 | Install Stay - include all hardware   | each     |            |
| A1.63 | Install wrapped Durapole fire protection covering (to D-DT-0051)                          | each     |            |
| A1.64 | Tensioning of Stays <b>(Includes the loosening and re-tensioning)</b>                     | each     |            |
| A1.65 | Replace insulators 66kV/132kv <b>(Up to all Insulators on 1 Phase- Costing per phase)</b> | each     |            |
| A1.66 | Inspection of link box  | each     |            |
| A1.67 | Replace 6Way earth link box   | each     |            |
| A1.68 | Replace 6Way cross-bonded link box with 6 SVLs  | each     |            |
| A1.69 | Replace Earth link  | each     |            |
| A1.70 | Replace Cross bonding link  | each     |            |
| A1.71 | Replace SVL   | each     |            |
| A1.72 | Replace bonding lead  | each     |            |
| A1.73 | Waterproofing/sealing link box  | each     |            |
| A1.74 | Perform sheathing integrity test  | each     |            |
| A1.75 | Sheath-bonding verification   | each     |            |
| A1.76 | Testing of contact resistances for earth and bonding connections                          | each     |            |
| A1.77 | Bonding lead circulating current and sheath standing voltage measurements                 | each     |            |

| ITEM | DESCRIPTION  | UNIT | UNIT PRICE |
|------|--|------|------------|
|      | <b>Special Events (See Note D in Task Order Clarification Sheet)</b> |      |            |
| B1.1 | Labourer per hour (normal)   | Hr   |            |
| B1.2 | Labourer per hour (overtime)   | Hr   |            |
| B1.3 | Labourer per hour (Sunday)   | Hr   |            |
| B1.4 | Linesman per hour (normal)   | Hr   |            |
| B1.5 | Linesman per hour (overtime)   | Hr   |            |
| B1.6 | Linesman per hour (Sunday)   | Hr   |            |
| B1.7 | Supervisor per hour (normal)   | Hr   |            |
| B1.8 | Supervisor per hour (overtime)                                       | Hr   |            |
| B1.9 | Supervisor per hour (Sunday)   | Hr   |            |

**Note: Any additional services required per job site shall be agreed upon between the Contractor and the Employer's Representative. Quotes shall be submitted by the Contractor and shall be accepted by the Employer's Representative before work may commence.**

## CLARIFICATION SHEET

|  |  |   |  |
|--|--|---|--|
| <p><b>NOTE A:</b></p> <p><b>A1.1</b><br/>Site establishment will be done when material is not stored on ESKOM Premises and Contractor needs to have a site for the material to be stored safely for the duration of project. Agreement to be reached from Employer's Representative prior to site establishment.</p> | <p><b>NOTE B:</b></p> <p><b>A1.8</b><br/>Accommodation: Accommodation for amount of staff and number of nights needs written approval prior from Employer's Representative</p> | <p><b>NOTE C:</b></p> <p><b>A1.9</b></p> <ol style="list-style-type: none"> <li>Standby will only be allowed if contractor was called out for a fault after Hrs. and only staff that worked will be eligible for Standby Allowance.</li> <li>Contractor will only be paid for standby if a written instruction was received from the Employer's Representative</li> </ol> <p><b>A1.10</b><br/>Same principles as per A1.9</p> <p><b>A1.11</b><br/>Cell Phone allowance will only be paid to the Supervisor once per month if the Supervisor was called out after hours to repair a fault.</p> | <p><b>NOTE D:</b></p> <p><b>Special Events - These events needs to be approved by the Contract Manager</b></p> <p><b>These events in Section D can only be used in the following circumstances</b></p> <ol style="list-style-type: none"> <li>Outage/Work cancelled by Sector Manager on the day of the outage.</li> <li>Contractor travelled to site prior to outage with agreement of Senior Supervisor/Head of Department and outage/Work is cancelled by Senior Supervisor/Head of Department</li> <li>Work that was scheduled to be done could not be completed due to ESKOM that delayed/cancelled /changed the scope of work to be completed as per Task Order on the day of the scheduled work.</li> <li>Should work be complicated and there is no provision in the activities for remuneration then ONLY the labour will apply and the use of this section can be allowed with prior agreement of the Eskom Representative. This section cannot be used with the activity section except for A1.1, A1.2, A1.3, A1.4, A1.5, A1.7, A1.8, A1.9 and A1.10</li> </ol> |
|--|--|---|--|

# C3: Scope of Work

## C3.1 Works Information

### 1 OVERVIEW

- 1.1 This contract will be used to provide for planned and breakdown maintenance on the Employer's 66kV and 132kV Feeders and Cables on an as-and-when required basis and according to the Employer's discretion.
- 1.2 The Employer may appoint more than one Contractor to provide the works.
- 1.3 The Employer provides no guarantee to the Contractor about the value, the number of or the regularity of tasks to be allocated to the Contractor.
- 1.4 The Contractor shall attend regular and ad-hoc meetings pertaining to this contract as and when scheduled by the Employer. The Employer shall give reasonable advance notice of such meetings.

### 2 PLANNED MAINTENANCE

- 2.1 When one of the Employer's CNCs has a shortage of staff and needs the assistance of a Contractor to get the CNC's maintenance program up to date or to do specific ad-hoc tasks, the CNC Senior Supervisor or his delegate will arrange with the Employer's Representative to allocate a Contractor to assist the CNC with the identified tasks with a Task Order that was submitted by CNC or Department.
- 2.2 The Senior Supervisor or his delegate will compile the Task Order for the works to be done and submit to Technical Support.
- 2.3 Where the site conditions require the use of specialized equipment or activities which cannot reasonably be covered by those on the price list, a Compensation Event in terms of clause 60 of the NEC3 ECSC conditions of contract can be considered to allow for payment of such activities or equipment. Such site conditions need to be discussed with and approved by the Employer's Representative before quoting.
- 2.4 Technical Support will issue the Task Order to a contractor that agreed to do the work and they will engage with the CNC for work discussion on the work to be executed.
- 2.5 Once the Senior Supervisor or his delegate is satisfied with the estimate and the scope of work and the start and end times of the work has been agreed with the Contractor, the Senior Supervisor or his delegate will forward the estimate to the Employer's Representative or his delegate.
- 2.6 Once the Employer's Representative or his delegate is satisfied with the estimate, he will create a purchase order number for the works.
- 2.7 The Contractor is not allowed to provide any works prior to the purchase order being created and issued to the Contractor.
- 2.8 The Contractor is not allowed to provide any works outside of the agreed scope of work for which the purchase order has been issued. A new purchase order needs to be re-submitted and created for any additional work or Scope changes prior to executing of any additional tasks.

- 2.9 The Contractor shall start and complete the works on the dates and times as agreed with the CNC Supervisor or his delegate.
- 2.10 After completion of the works, the Contractor must issue an invoice for the *actual works provided* to the CNC Senior Supervisor or his delegate for his approval.

### **3 BREAKDOWN MAINTENANCE**

- 3.1 During a breakdown, the CNC Senior Supervisor or his delegate will on his discretion decide if he needs the assistance of a Contractor. He will then contact the Contractor and explain the scope of the required works.
- 3.2 The Employer's Representative or his delegate must be informed about the breakdown and the Contractor that was contacted as soon as possible and not later than the next working day. The Employer's Representative or his delegate will advise the CNC Supervisor or his delegate and the Contractor on any restrictions on the Contractor and may decide to allocate a different Contractor to do the work.
- 3.3 The Contractor will make an assessment of the required scope of work after arriving on site and forward the detail to the CNC Senior Supervisor or his delegate. The CNC Senior Supervisor or his delegate will approve the scope of work before the Contractor provides the works.
- 3.4 Only the works necessary to restore supply will be allowed under breakdown conditions, unless first approved by the Employer's Representative.
- 3.5 Where the site conditions require the use of specialized equipment or activities which cannot reasonably be covered by those on the price list, a Compensation Event in terms of clause 60 of the NEC3 ECSC conditions of contract can be considered to allow for payment of such activities or equipment. Such conditions need to be discussed with and approved by the Employer's Representative before proceeding.
- 3.6 In order for a purchase order to be issued to the Contractor, an *estimate* for the required scope of work must be sent to the Employer's Representative not later than the next working day after the Contractor arrives on site.
- 3.7 Within 14 calendar days after completion of the work, payment for the *actual works provided* will be claimed as per the price list. The invoice must first be approved by the CNC Senior Supervisor or his delegate before submitting it to the Employer's Representative or his delegate for amendment of the purchase order before processing payment.
- 3.8 Response to breakdowns may also include locating faults as well as testing to ensure correct supply voltage according to NRS 048. The Contractor may also be required to give milestone feedback to report the progress on work to the CNC Senior Supervisor or his delegate.

### **4 AUTHORISATIONS AND WORK ALLOCATION:**

- 4.1 The Employer's Task Order Allocation Committee (TOAC) will set criteria for allocation of work to Contractors for both planned and breakdown maintenance and allocate work according to this criteria;
- 4.2 The Contractor employee(s) must be trained and authorised for the WCOU according to the Employer's Operating Regulations for High Voltage Systems and / or Low Voltage Operating Regulations.

- 4.3 No work will be allocated to the Contractor without a valid WCOU authorisation for 66kV and 132kV.
- 4.4 The Employer will authorise the Contractor employee(s) after assessment according to the Employer's authorisation standards. The Contractor is responsible to ensure that authorisations remain valid for the duration of the contract.
- 4.5 Authorisations must be available on site at all times.
- 4.6 Authorisations are not transferable from one Contractor to another. An individual's authorisation expires when he leaves the employment of the Contractor and the individual must re-apply for authorisation when starting employment with a different Contractor.
- 4.7 The Employer reserves the right to allocate specialised works to the Contractor only once the Employer has satisfied itself that the Contractor is competent to perform such specialised works. The Employer reserves the right to decide what works are regarded as specialised.
- 4.8 If the Contractor declines to provide works allocated to the Contractor, the Contractor will provide reasons in writing for declining to perform the services.

## **5 PROVISION AND HANDLING OF MATERIAL**

- 5.1 All material shall be supplied by the Employer's relevant CNC.
- 5.2 The transporting of all material including on and off-loading, handling on site, storage and safekeeping, reloading of unused excess materials, shall be the responsibility of, and carried out by the Contractor.
- 5.3 The Contractor is required to set up its own stores. The Employer will initially issue agreed volumes of material to the Contractor and the Contractor will place the Employer's material on stock in its own stores, separate from any other material that the Contractor might have.
- 5.4 The Employer's material in the Contractor's stores must be auditable on short notice, i.e. the Contractor is expected to maintain proper controls over the material.
- 5.5 The material issued by the Employer remains the property of the Employer and is covered by the Employer's insurance (as per the NEC document insurance clauses). The Contractor may not use the Employer's material for any purpose other than for providing the works as stipulated in this contract.
- 5.6 The Contractor will issue sufficient volumes of material to its teams to carry on the vehicles to provide an effective service but simultaneously minimise risk in terms of theft or becoming a target for crime.
- 5.7 In the event of the Contractor running out of material after hours, the teams will be issued with material directly from the CNC's stores and the specific items will be reflected against materials issued to the Contractor's stores.
- 5.8 The Employer and the Contractor will on a quarterly basis reconcile material issued and material installed with stock on hand in the Contractor's store. The Contractor shall be invoiced at current prices for unaccounted material, which shall be settled by the Contractor within 14 calendar days of invoice date.
- 5.9 The Contractor shall store the Employer's material in such a way that it will not be damaged. In the event of material damage prior to installation, the Contractor shall return the damaged material to the relevant CNC store and the CNC will replace the material at the Contractor's expense. Invoicing for replaced material will be handled on the same basis as unaccounted material.

- 5.10 The Contractor shall return all recovered / redundant material arising from repairs executed, to the relevant CNC stores.

## **6 TOOLS AND EQUIPMENT**

- 6.1 The Contractor shall provide its own tools and equipment as well as providing its own sundry / disposable items e.g. mutton cloth, hand cleaner, electrical cleaner, LP gas, insulation tape, etc. necessary to provide the works.
- 6.2 Each of the Contractor's teams shall be equipped with a full set of tools and equipment to effectively provide the works. The Contractor shall determine and provide all tools and equipment necessary to provide the works.
- 6.3 All tools and equipment must be made available for inspection at the request of the Employer's Representative or his or her delegate.
- 6.4 All tools and equipment shall have valid calibration test certificates, electrical test certificates, Lifting Machinery Inspector inspection and test certificates and any other inspection and test records as may be applicable.

## **7 QUALITY AND PERFORMANCE**

- 7.1 The Contractor will work according to all the Employer's technical standards, procedures, specifications, task manuals, technical instructions, technical bulletins and any other related documentation. The Employer will regularly evaluate the quality of work and compliance to standards.
- 7.2 The Contractor guarantees its works for a period of one year.
- 7.3 Notwithstanding the NEC Process, The Employer will make use of an early warning/notification of default process that will run concurrent with the NEC process. The Contractor shall be bound by the provisions set out by the Employer as regards to the early warning/notification of default process.
- 7.4 The Employer may instruct the Contractor to replace one of its employees or teams if the Employer has sufficient proof of incompetence and poor performance or workmanship. The Employer's decision in this regard will be final and not subject to negotiation.
- 7.5 The Employer may instruct the Contractor to replace one of its employees or teams if the Employer has sufficient proof of customer dissatisfaction or irregularities on the part of the Contractor employee or team. The Employer's decision in this regard will be final and not subject to negotiation.
- 7.6 In the event that the Contractor cannot respond to defects or an early warning /notification of default issued to the Contractor within the time frames stipulated by the Employer, the Employer may arrange for alternative means of response or rectification of the defect and invoice the Contractor for the cost incurred.

## **8 SAFETY, HEALTH AND ENVIRONMENTAL MANAGEMENT**

- 8.1 The Safety, Health and Environmental requirements for the works is specified in Eskom Standard 32-136 (Contractor Health and Safety Requirements) and 240-73198174, which is the SHE Specification for this specific contract. The Contractor shall comply with the requirements in these documents.
- 8.2 The Contractor will further work according to all the Employer's other safety, health and environmental standards, procedures, specifications and any other related documentation.
- 8.3 The Contractor is further informed that the condition of some equipment enclosures may be substandard and that utmost care shall be taken when opening and closing the doors / covers.

- 8.4 The Contractor will come across illegal wiring on networks and shall regard such wiring as extremely dangerous at all times, not attempting removal thereof but reporting it to Eskom for removal if execution of work is hampered / restricted by it;
- 8.5 The Contractor shall observe and report to the relevant CNC any electrical plant that poses a safety risk to the employees or to the public. Examples are low hanging conductors that became detached from its normal suspended position, obvious signs of sparking on apparatus, open or damaged meter boxes, poles dangerously leaning over and poles / stay wires seriously damaged. The urgency of reporting to the Employer will depend on the perceived safety risk, e.g. conductors in abnormal position to be reported immediately.
- 8.6 The Contractor's employees shall reasonably guard any area where a serious safety risk is identified in order to prevent injury to employees or the public, until such time that the Employer can address the problem;
- 8.7 The Contractor shall not accept liability or admit guilt on behalf of the Employer when incidents of damage to persons or property occur.
- 8.8 Damage to property / equipment as a result of the Contractor's negligence/incompetence / ignorance / substandard quality workmanship, shall be investigated by the Employer in conjunction with the Contractor. Claims arising from customers / public parties will initially be honoured by Eskom, but afterwards recovered from the Contractor by Eskom. The Contractor is liable to Eskom for the full amount of the aforementioned claims.
- 8.9 The Contractor must immediately, after detecting any electrical contact, damage or insurance claimable breakages, inform the relevant CNC and the Employer's Representative in order to investigate and register such an incident.

## **9 SECURITY**

- 9.1 The Contractor will consult with the relevant CNC in terms of the need for security during any particular time of the day and week. If necessary the CNC will arrange for security via the Security department;
- 9.2 The Contractor's employees will each carry an identification card stating the name of the employee, national identification number, a recent photograph and the words "Eskom Contractor". The Contractor's employees shall at all times carry the identification cards and present it on request.
- 9.3 The Contractor's employees will wear appropriate apparel with the Contractor's name clearly visible.
- 9.4 The Contractor's vehicles shall display the name of the Contractor on the vehicle.
- 9.5 Any locks that require removal by cutting (due to corrosion, vandalism or incorrect locks used by the Eskom) must be replaced by the Contractor.
- 9.6 The Employer will issue the necessary access keys to the Contractor. Loss of these keys must immediately be reported to the nearest or applicable CNC or to the Employer's Representative.

## **10 SUBCONTRACTING**

- 10.1 The Contractor will not subcontract any work without the prior approval of the Employer's Representative or his delegate.
- 10.2 Subcontracting will only be allowed to the subcontractor declared at tender stage.
- 10.3 If the Contractor wants to change his declared subcontractor, he first needs to request approval for the new subcontractor from the Employer's Representative or his delegate.

10.4 The subcontractor shall meet and maintain the subcontracting requirements as set out in the Preferential Procurement Policy Framework Act (PPPFA) or any new legislation which may repeal and replace the PPPFA, and any standards as the Employer may publish from time to time.

10.5 A new subcontractor will be subject to an evaluation in terms of its compliance to the PPPFA and the Employer's requirements before being approved.

## 11 INVOICING AND PAYMENT

11.1 In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer*.

11.2 The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4740101508;
- The total of
  - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
  - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
  - Other amounts to be paid to the *Contractor*;
  - Less amounts to be paid by or retained from the *Contractor*;
  - The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;

11.3 The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

11.4 If a contractor is not based in the WCOU, he will be paid as if his base is the Eskom WCOU head office in Bellville.

11.5 The Contractor shall under no circumstances submit an invoice for works or part of works that was not provided. Any such incident shall be seen as a serious breach of contract and handed over to the Employer's Assurance and Forensics department to be investigated as fraud. If fraud is proven, the contract can be terminated with immediate effect.

11.6 The CNC Supervisor or his delegate shall be responsible for doing the Service Entry and Goods Receipt in SAP after invoicing by the Contractor.

11.7 All invoices to be addressed as follows:

**Eskom Holdings SOC Limited  
60 Voortrekker Road  
BELLVILLE  
7535**

## C4: Site Information

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

#### 1 SITE

- 1.1 The Contractor provides the works anywhere and at any of the Employer's Customer Network Centers (CNCs) in the Western Cape Operating Unit (WCOU) as required.
- 1.2 The networks to be maintained includes 66kV and 132kV bare overhead, insulated overhead and underground cable networks and its 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 planned 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 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.
- 1.12 The Contractor will at all times treat the Employer's customers and other land owners or tenants with respect and in an ethical manner.