



NEC3 Engineering & Construction Contract

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

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

for **The Supply, Installation, Commissioning, Operation
and Maintenance of Electric Vehicle (EV) Charging
Stations at Various Eskom Sites for the Distribution
(Dx) Division**

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

CONTRACT No. [Insert at award stage]

Part C1: Agreements & Contract Data

Contents:

No of pages

C1.1 Form of Offer and Acceptance

[•]

[to be inserted from Returnable Documents at award
stage]

C1.2a Contract Data provided by the *Employer*

[•]

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

[•]

[to be inserted from Returnable Documents at award
stage]

C1.3 Proforma Guarantees

[•]

C1.1 Form of Offer & Acceptance

Offer

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

The Supply, Installation, Commissioning, Operation and Maintenance of Electric Vehicle (EV) Charging Stations at Various Eskom Sites for the Distribution (Dx) Division

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

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

Options A	The offered total of the Prices exclusive of VAT is	R [•]
	Sub total	R [•]
	Value Added Tax @ 15% is	R [•]
	The offered total of the amount due inclusive of VAT is ¹	R [•]
	(in words) [•]	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number (if applicable)

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

Acceptance

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

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy signed between them of this document, including the Schedule of Deviations (if any).

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

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

Note:

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

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

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

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

For the tenderer:**For the *Employer***

Signature

Name

Capacity

On behalf
of*(Insert name and address of organisation)**(Insert name and address of organisation)*Name &
signature
of witness

Date

C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X4: Parent company guarantee
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Project Manager</i> is: (Name)	Lerato Lekhema
	Address	Megawatt Park, Maxwell Drive, Sandton, Johannesburg
	Tel	011 800 8111
	Fax	N/A
	e-mail	RabadaLE@eskom.co.za
10.1	The <i>Supervisor</i> is: (Name)	Pricilla Maoba
	Address	Megawatt Park, Maxwell Drive, Sandton,

Johannesburg

Tel No. **011 800 8111**

Fax No. **N/A**

e-mail MaobaSP@eskom.co.za

11.2(13)	The <i>works</i> are	The Supply, Installation, Commissioning, Operation and Maintenance of Electric Vehicle (EV) Charging Stations at Various Eskom Sites for the Distribution Division	
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Late delivery of the EV Charging Stations • Incorrect handling and storage of EV Charging Stations • Delays and disruptions • Damage to the <i>Employer's</i> existing property • Non-compliance with construction regulations • Community unrests <p>A risk register must be maintained throughout the contract period.</p>	
11.2(15)	The <i>boundaries of the site</i> are	Those specified by the <i>Employer</i>	
11.2(16)	The Site Information is in	Part 4: Site Information	
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	5 working days except for Health and Safety matters which require immediate intervention	
2	The <i>Contractor's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	28 Months from the Contract Date	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 TBC	TBC
		2 TBC	TBC
		3 TBC	TBC

30.1	The <i>access dates</i> are:	<table><tr><th colspan="2">Part of the Site</th><th>Date</th></tr><tr><td>1</td><td>TBC</td><td>TBC</td></tr><tr><td>2</td><td>TBC</td><td>TBC</td></tr><tr><td>3</td><td>TBC</td><td>TBC</td></tr></table>	Part of the Site		Date	1	TBC	TBC	2	TBC	TBC	3	TBC	TBC
Part of the Site		Date												
1	TBC	TBC												
2	TBC	TBC												
3	TBC	TBC												
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.												
31.2	The <i>starting date</i> is	the date of the last signature on this document												
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 (four) weeks.												
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.													
4	Testing and Defects													
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the <i>works</i> .												
43.2	The <i>defect correction period</i> is	<ul style="list-style-type: none">1 (one) week is the response time within which the <i>Contractor</i> will assess the defect and submit a defect correction plan inclusive of schedule for access purpose.												
	except that the <i>defect correction period</i> for	<ul style="list-style-type: none">Emergency occupations/permit to work for critical defects impacting operations, within 24 hours and or less than 1 (one) week.												
	and the <i>defect correction period</i> for	<ul style="list-style-type: none">Any other defects shall be remedied within 1 (one) week, unless evidence can be provided by the <i>Contractor</i> substantiating why a particular defect cannot be remedied within a week, upon which the parties will endeavour to agree an alternative defects period for such defects.												
5	Payment													
50.1	The <i>assessment interval</i> is	between the 25 th day of each successive month.												
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)												
51.2	The period within which payments are made is	4 (four) weeks.												
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands												

6 Compensation events

60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	<p>One-in-ten-year-return <i>weather data</i> obtained from SA Weather Bureau for [weather station]</p> <p>If any one of these <i>weather measurements</i> recorded within a calendar month, before the Completion Date for the whole of the <i>works</i> and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the <i>Contractor</i> may notify a compensation event. Weather measurement</p> <table border="1"> <thead> <tr> <th>Month</th><th>Cumulative rainfall (mm)</th><th>Number of days with rain more than 10mm</th></tr> </thead> <tbody> <tr><td>January</td><td>202</td><td>7</td></tr> <tr><td>February</td><td>158</td><td>7</td></tr> <tr><td>March</td><td>122</td><td>5</td></tr> <tr><td>April</td><td>115</td><td>4</td></tr> <tr><td>May</td><td>43</td><td>3</td></tr> <tr><td>June</td><td>29</td><td>2</td></tr> <tr><td>July</td><td>36</td><td>2</td></tr> <tr><td>August</td><td>36</td><td>2</td></tr> <tr><td>September</td><td>64</td><td>3</td></tr> <tr><td>October</td><td>148</td><td>6</td></tr> <tr><td>November</td><td>167</td><td>8</td></tr> <tr><td>December</td><td>177</td><td>7</td></tr> </tbody> </table>	Month	Cumulative rainfall (mm)	Number of days with rain more than 10mm	January	202	7	February	158	7	March	122	5	April	115	4	May	43	3	June	29	2	July	36	2	August	36	2	September	64	3	October	148	6	November	167	8	December	177	7
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June	29	2																																							
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November	167	8																																							
December	177	7																																							

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

80.1	These are additional <i>Employer's</i> risks	1. None
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9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in <i>italics</i> used in this section are identified elsewhere in this Contract Data.
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10 Data for main Option clause

A	Priced contract with activity schedule	There is no reference to Contract Data in this Option and terms in <i>italics</i> are identified elsewhere in this Contract Data.
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11 Data for Option W1

W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the
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		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 London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration.		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	South Africa		
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is			
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	One month prior to Tender closing date.		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0.15	non-adjustable	
Total	1.00			
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.		
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X7	Delay damages			
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	0,25% percent per day capped at 10% of the total of the prices per purchase order.		

X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the total of the prices at the Contract Date
X16	Retention	
X16.1	The <i>retention free amount</i> is	R0.00
	The <i>retention percentage</i> is	10% of the total of the prices at the Contract Date
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.0 (zero Rand)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the deductibles relevant to the event
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as at contract date.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	(i) 10 (ten) years after the <i>defects date</i> for latent Defects and (ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.

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

Z The Additional conditions of contract are

Z1 to Z15 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 Joint ventures

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

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

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

and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

Z6 Health, safety and the environment: Add to core clause 27.4

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
 - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
 - undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided

for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z7 Provision of a Tax Invoice and interest. Add to core clause 51

- Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete from the last sentence in core clause 61.3, "unless the *Project Manager* should have notified the event to the *Contractor* but did not".

Z9 Employer's limitation of liability

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer's* liability under the indemnity is limited.

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

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

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

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

Z12 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractor or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z12.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

- 84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 84.2** The *Contractor* provides the insurances stated in the Insurance Table A.
- 84.3** The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

Insurance against	Minimum amount of cover or minimum limit of indemnity
Loss of or damage to the works, Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the 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, as Contract Date, where covered by the <i>Employer's</i> insurance <u>Other property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

Z 13.2

Replace core clause 87 with the following:

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum 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	Per the insurance policy document

Terrorism	
-----------	--

Z14 Nuclear Liability

- Z14.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z14.3 Subject to clause Z14.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z14.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel 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 *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.

SANAS means the South African National Accreditation System.

TWA means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z15.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

Z15.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

Z15.3 The *Employer* manages asbestos and ACM according to the Standard.

Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.

Z15.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.

Z15.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.

Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Notes to a tendering contractor:

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

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	
11.2(20)	The <i>activity schedule</i> is in	(in figures) (in words), excluding VAT
11.2(30)	The tendered total of the Prices is	
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee
Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Works Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Works Information.

Option X16: Retention (not used with Option F)

The *Contractor* shall guarantee his SDL&I Obligations by providing the *Employer* with an SDL&I Guarantee.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

Eskom Holdings SOC Ltd

(the *Employer*) and

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

{Insert details of the *works* from the Contract Data}

(the *works*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Works in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Works, we hereby agree to cause to Provide the Works at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____

on this _____

day of _____

200_

Signature(s)	
Name(s) (printed)	
Position in parent company	
Signature of Witness(s)	
Name(s) (printed)	

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Eskom Holdings SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Bank reference number to be inserted]

Performance Bond – Demand Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [] Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
 - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
 - 1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]
 - 1.3 "Contract" – means the written agreement relating to the Project, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.]as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
 - 1.4 "Contractor" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
 - 1.5 "Eskom" - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
 - 1.6 "Expiry Date" - means the date on which the Defects Certificate is issued in terms of the Contract.
 - 1.7 "Guaranteed Sum" - means the sum of R [●] ([●] Rand);
 - 1.8 "Project" - means [insert if applicable.].
2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;
 - 3.2 state the amount claimed ("the Demand Amount");
 - 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the *Contractor*.
6. Eskom shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should Eskom cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

PART 2: PRICING DATA

ECC3 Option A

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

C2.1 Pricing assumptions: Option A

1. How work is priced and assessed for payment

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

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

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

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

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

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

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

2. Function of the Activity Schedule

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

3. Link to the programme

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

4. Preparing the *activity schedule*

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

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

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

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

An activity schedule could have the following format:

No.	Description	Quantity	Price	Sub-total	Total
1	Site establishment and planning				
1.1	Site assessment and project plan				
	Site assessment/survey, site planning, safety file, safety file induction, electrical requirements and equipment sizing, DB and switchgear order and line diagram approval, equipment order.				
1.2	Travelling (R/km)				
1.3	Accommodation (Rate/night) 3 Star hotel or lower.				
2	Hardware				
2.1	AC Charging Station, 2x 22 kW Type 2 Connectors				
2.2	DC Charging Station 2 x 60/180 kW CCS2 Connectors				
2.2.1	60 kW max output power				
2.2.2	120 kW max output power				
2.2.3	150 kW max output power				
2.2.4	180 kW max output power				
2.3	DC Charging Station 2 x ≥200 kW CCS2 Connectors				
2.4	DB and Switchgear				
3	Installation and Shipping				
3.1	AC Charging Station				
3.1.1	Cable/s (R/m) LV cables required to install AC charging station				
3.1.2	Cable installation material				
	Cable rack, cable sleeve, cable terminations				
3.1.3	Cable installation and plinths				
	Site clearing, excavation, draw cable installation, cable rack, cable installation, backfill of trench, compaction, casting of concrete plinths, reinstatement of paving and/or tar and/or grass				
3.1.4	AC charging station installation				
	AC charging station mounting, cable racking installation, cabling, and terminations.				
3.1.5	Shipping				
3.1.6	Travelling and Transport				
3.2	DC Charging Station				
3.2.1	Cable/s (R/m) LV cables required to install DC charging station				
3.2.2	Cable installation material				
	Cable rack, cable sleeve, cable terminations				

No.	Description	Quantity	Price	Sub-total	Total
3.2.3	Cable installation and plinths				
	Site clearing, excavation, draw cable installation, cable rack, cable installation, backfill of trench, compaction, casting of concrete plinths, reinstatement of paving and/or tar and/or grass				
3.2.4	DC charging station installation				
	DC charging station mounting, cable racking installation, cabling, and terminations.				
3.2.5	Shipping				
3.2.6	Travelling and Transport				
3.3	Main DB/mini-sub to sub-DB				
	Cable/s				
3.3.1	LV cables required to connect main DB to sub-DB LV/MV cables required to connect mini-sub to sub-DB				
3.3.2	Cable Installation Material				
	Cable rack, cable sleeve, cable terminations				
3.3.3	Cable and DB installation				
	Site clearing, excavation, draw cable installation, cable rack, cable installation, backfill of trench, compaction, DB installation, cable termination AC and DC, installation of sub-DB isolator enclosure, reinstatement of paving and/or tar and/or grass				
3.4	Site Re-establishment, Testing, and Commissioning				
	Testing and commissioning, COC, site clean-up and rubble removal, project close-out and handover.				
4	Painting and marking of EV parking bays				
	Painting of the EV parking bays with blue road marking pantone 2935, and white lines and markings indicating EV parking				
4.1	Painting of 2 parking bays per 1 AC charger				
4.2	Painting of 2 parking bays per 1 DC charger				
4.3	Installation of concrete wheel stoppers per parking bay				
5	Maintenance and operation				
5.1	24 months CPO and EMP services per charger				
5.2	24 months maintenance per AC charger				
5.3	24 months maintenance per DC charger				
TOTAL (EXCL VAT)					
VAT @15%					
GRAND TOTAL (INCL. VAT)					

C2.2 the *activity schedule*

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

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S WORKS INFORMATION

Contents

C3.1: Employer's works Information	7
1 Description of the <i>works</i>	9
1.1 Executive overview.....	9
1.2 High Level Scope of <i>Works</i>	11
1.2.1 The works will include:.....	11
1.2.2 Charge Point Location: EV Parking Area. Specific parking bays to be confirmed during site assessments.	12
1.2.3 Main Connection Point: Main DB or Mini-Sub supplying the site.	12
1.2.4 Sub-DB and Circuit Breaker at all 5 sites:	12
1.2.5 Chargers to be installed at the EV parking bays at all sites:	12
1.2.5.1 Customer Network Centres.....	12
1.2.5.2 Distribution Regional Offices.....	12
1.2.5.3 Eskom Academy of Learning, Megawatt Park and Rosherville	12
1.2.5.4 Public Charging Stations.....	13
1.3 <i>Employer's</i> objectives and purpose of the <i>works</i>	13
1.4 Interpretation and terminology	13
2 Management and start up.	14
2.1 Management meetings.....	14
2.2 Documentation control	15
2.3 Health and safety risk management.....	15
2.4 Environmental constraints and management.....	15
2.5 Quality assurance requirements	15
2.6 Programming constraints	16
2.7 <i>Contractor's</i> management, supervision and key people	17
2.8 Invoicing and payment	17
2.9 Insurance provided by the <i>Employer</i>	17
2.10 Contract change management	18
2.11 Provision of bonds and guarantees	18
2.12 Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Contractor</i>	18
2.13 Training workshops and technology transfer.....	18
3 Engineering and the <i>Contractor's</i> design	18
3.1 As-built drawings, operating manuals and maintenance schedules	18
4 Procurement.....	20
4.1 People	20
4.1.1 Minimum requirements of people employed on the Site	20
4.1.2 BBEE and preferencing scheme	20
4.1.3 Supplier Development Localization and Industrialisation (SDL&I)	20
4.2 Subcontracting	21
4.2.1 Preferred subcontractors	21
4.2.2 Subcontract documentation, and assessment of subcontract tenders	22
4.2.3 Limitations on subcontracting	22
4.2.4 Attendance on subcontractors	22
4.3 Plant and Materials.....	22
4.3.1 Quality	22
4.3.2 Plant & Materials provided "free issue" by the <i>Employer</i>	22
4.3.3 Spares and consumables	22
4.4 Tests and inspections before delivery.....	22
4.5 Marking Plant and Materials outside the Working Areas	23
4.6 <i>Contractor's</i> Equipment (including temporary works).	23
5 Construction	23

5.1	Temporary works, Site services & construction constraints.....	23
5.1.1	<i>Employer's</i> Site entry and security control, permits, and Site regulations.....	23
5.1.2	Restrictions to access on Site, roads, walkways and barricades	24
5.1.3	People restrictions on Site; hours of work, conduct and records.....	24
5.1.4	Health and safety facilities on Site	24
5.1.5	Environmental controls, fauna & flora, dealing with objects of historical interest	24
5.1.6	Title to materials from demolition and excavation.....	24
5.1.7	Cooperating with and obtaining acceptance of Others	24
5.1.8	Publicity and progress photographs	25
5.1.9	<i>Contractor's</i> Equipment	25
5.1.10	Equipment provided by the <i>Employer</i>	25
5.1.11	Site services and facilities	25
5.1.12	Facilities provided by the <i>Contractor</i>	25
5.1.13	Existing premises, inspection of adjoining properties and checking work of Others	26
5.1.14	Survey control and setting out of the <i>works</i>	26
5.1.15	Excavations and associated water control.....	26
5.1.16	Underground services, other existing services, cable and pipe trenches and covers.....	26
5.1.17	Control of noise, dust, water and waste.....	27
5.1.18	Sequences of construction or installation	27
5.1.19	Giving notice of work to be covered up.....	27
5.1.20	Hook ups to existing works	27
5.2	Completion, testing, commissioning and correction of Defects	27
5.2.1	Work to be done by the Completion Date.....	27
5.2.2	Use of the <i>works</i> before Completion has been certified	28
5.2.3	Materials facilities and samples for tests and inspections	28
5.2.4	Commissioning	28
5.2.5	Start-up procedures required to put the <i>works</i> into operation	28
5.2.6	Take over procedures	29
5.2.7	Access given by the <i>Employer</i> for correction of Defects	29
5.2.8	Performance tests after Completion	29
5.2.9	Training and technology transfer	29
5.2.10	Operational maintenance after Completion	29
6	Plant and Materials standards and workmanship	30
6.1	Purpose and Guidelines of the <i>Works</i>	30
6.2	Other	30
7	List of drawings.....	31
7.1	Drawings issued by the <i>Employer</i>	31
C3.2	<i>Contractor's</i> Works Information.....	32

1 Description of the works

1.1 Executive overview

The supply, installation, commissioning, operation and maintenance of Electric Vehicle (EV) charging stations of electric vehicle charging stations at the following Eskom sites:

- Cape Coastal Cluster – 2 Regional Offices and 12 Customer Network Centres (CNC's) in Western Cape and Eastern Cape Operating Units (OUs).
- Central East Cluster – 2 Regional Offices and 12 CNC's in KwaZulu-Natal and Freestate OUs.
- Gauteng Cluster - Eskom Academy of Learning, Megawatt Park, Rosherville and 12 CNC's in Gauteng.
- Gemma Cluster – 2 Regional Offices and 12 CNC's in Northern Cape and North West OUs.
- Limpopo Cluster – 2 Regional Offices and 12 CNC's in Limpopo and Mpumalanga OUs.

The geographic locations of the CNCs and regional offices are indicated in Table 1 below.

	Cape Coastal	Central East	Gauteng	Gemma	Limpopo
Customer Network Centres	Aliwal North	Cato Ridge CNC	Temba CNC	Colesburg CNC	Polokwane CNC
	Bizana	Ladysmith CNC	Cullin CNC	Upington CNC	Alldays CNC
	Queenstown	Park Rynie CNC	Winterveld & Mothutlung CNCs	Kimberley CNC	Thohoyandou (Sibasa & Muledane CNCs)
	Khayelitsha CNC	Stanger CNC	Braamfischer CNC	Kuruman CNC	Groblersdal CNC
	Worcester CNC	Empangeni CNC	Daveyton CNC	Springbok CNC	Hoedspruit CNC
	Carbon CNC	Pongola CNC	Etwatwa CNC	Jan Kempton CNC	Lephalale CNC
	Polkadraai CNC	Newcastle CNC	Libanon CNC	Brits CNC	Witbank CNC
	Somerset West CNC	2 x Alma CNC	Palm Springs CNC	Uraniaville Minor Works	Sabie CNC
	Caledon CNC	Harrismith CNC	Petit CNC	Mogwase CNC	Ermelo CNC
	Laingsburg CNC	Edenburg CNC	Sebokeng CNC	Mmabatho CNC	Standerton CNC

	Vredenburg CNC	Vaalpark CNC	Vlakfontein CNC	Vryburg CNC	Secunda CNC
	Piketberg CNC	Nottingham CNC	Vorsterskroon CNC	Taung CNC	Middelburg CNC
		Marina Beach CNC			Piet Retief CNC
Regional Offices	Bellville	New Germany	Midrand (EAL – Main Building, LDC, Kriel)	Rustenburg	Emalahleni
	Brackenfell (PTM Building, ERE, Aux Services Section)	Bloemfontein Area Office	Sunninghill (MWP)	Kimberley	Polokwane
	East London (Sunilaws, Coastal Complex)		Rosherville (ERIC)		
	Mthatha (Zimbane Complex)				
	Uitenhage Complex				

Table 1: Eskom sites for the installation of EV charging stations

Fifty-Three (53) public charging stations to be installed in 5 Clusters (9 Provinces). Installation could occur in underground parking, semi-basement parking, under croft parking, ground floor parking, surface floor parking, above-ground parking, multi-storey parking, multi-storey sleeved parking. Each DC charger must have 2 charging points.

- **Cape Coastal Cluster** (Western Cape and Eastern Cape): Ten (10) EV charging stations to be installed at public sites, 1x DC charging station at each site, catering for at least three (3) EV parking bays per site.
- **Central East Cluster** (KwaZulu-Natal and Free State): Ten (10) EV charging stations to be installed at public sites, 1x DC charging station at each site, catering for at least three (3) EV parking bays per site.
- **Gauteng Cluster** (Gauteng): Twelve (12) EV charging stations to be installed at public sites, 1x DC charging station at each site, catering for at least three (3) EV parking bays per site.
- **Gemma Cluster** (Northern Cape and North West): Eight (8) EV charging stations to be installed at public sites, 1x DC charging station at each site, catering for at least three (3) EV parking bays per site.
- **Limlanga Cluster** (Limpopo and Mpumalanga): Thirteen (13) EV charging stations to be installed at public sites, 1x DC charging station at each site, catering for at least three (3) EV parking bays per site.

The *works* includes the supply, installation, commissioning, operation and maintenance of Electric Vehicle (EV) charging stations at the above-mentioned Eskom sites.

After all installation works has been completed, the *Contractor* will power up the charging stations, do all the commissioning and electrical checks including submission of a supplementary COC for the installation, and complete the project sign-off with an Eskom representative for each site.

The *Contractor* shall provide skilled labour, technical knowledge and management experienced in installing, commissioning, operating and maintenance of the works. Technical, quality and workmanship requirements for the works are described in the quality control plan (QCP) provided by the *Contractor* and accepted by the *Service Manager* before work is carried out.

1.2 High Level Scope of Works

1.2.1 The works will include:

- a. Site assessments to determine optimal charger placement and electrical requirements.
- b. Installation of a main circuit breaker in the DB or mini-sub. A separate enclosure to house the breaker to be installed if space is not available in the DB or mini-sub.
- c. Wire trays and trunking.
- d. Paving will be lifted.
- e. Cutting/ chasing of tar and/or concrete.
- f. Trenching (600mm deep).
- g. 110mm x n sleeves laid down (to cater for future expansion).
- h. Cable installed (electrical cable warning tape also laid down).
- i. Cable termination and joints
- j. Backfill of trench.
- k. Compacting and reinstatement of paving and/or tar.
- l. Casting of concrete.
- m. Concrete plinths to be installed for mounting/ fixing of chargers.
- n. Painting of the EV parking bays with blue road marking pantone 2935, and white lines and markings indicating EV parking.
- o. Installation of concrete wheel stops.
- p. Metering installation where applicable (if required)

Scope	Description
Site establishment and planning	Site assessment/survey, site planning, safety file, safety file induction, electrical requirements and equipment sizing, DB and switchgear order and line diagram approval, equipment order.
Sleeve installation	Site clearing, excavation, draw cable installation, compaction.
Cable installation	Cable rack, cable installation, DB installation, cable termination AC and DC, installation of sub-DB isolator enclosure, casting of concrete plinths.
EV charging station installation	EV charging station mounting, cable racking installation, cabling, and terminations.
Painting	Painting and marking of allocated EV parking bays and installation of concrete wheel stoppers.
Site re-establishment, testing, and commissioning	Testing and commissioning, COC, site clean-up and rubble removal, project close-out and handover.
24 months operation and maintenance	CPO, EMP and maintenance service for 24 months

1.2.2 Charge Point Location: EV Parking Area. Specific parking bays to be confirmed during site assessments.

1.2.3 Main Connection Point: Main DB or Mini-Sub supplying the site.

For sites that have solar photovoltaic (PV) installations, the integration of the solar PV and the EV charging station will form part of the works.

For sites requiring supply upgrades such as new transformers due to capacity constraints, the upgrades will be done by Eskom.

1.2.4 Sub-DB and Circuit Breaker at all 5 sites:

The new Sub-DB will contain an adequately sized C/B Main Breaker (125% of the charging load) to supply all charging stations, and a separate C/B for each charging station. The enclosure will either be a frame mounted Mild-Steel or Polyethylene Kiosk. Reticulation cable will be installed from the sub-DB to the charger position.

1.2.5 Chargers to be installed at the EV parking bays at all sites:

- The nominal power rating of the AC and DC charging stations should be as per Eskom standard 559-1531138069 Technical Requirements for AC and DC Electric Vehicle Charging Stations.
- Both AC and DC charging stations should be able to simultaneously charge a minimum of 2 EVs per charging station.
- Cost optimization options such as EV charging stacks with 1 central power unit (CPU) per site distributing power to the EV parking bays should be considered where applicable. The CPU, circuit breaker, cabling and related infrastructure should be adequately sized to enable simultaneous charging of all EVs at each site.

1.2.5.1 Customer Network Centres

- Charging stations to be installed for 14 EVs at each CNC.
- Each EV parking bay should have an AC charge point, and a DC charge point for trucks.
- Each CNC should have at least 1 DC fast charger.

1.2.5.2 Distribution Regional Offices

- Charging stations to be installed at eight (8) Distribution regional offices.
- Two (2) EV charging stations to be installed, 1 x AC and 1 x DC, catering for at least four (4) EV parking bays.

1.2.5.3 Eskom Academy of Learning, Megawatt Park and Rosherville

Two (2) EV charging stations to be installed, 1 x AC and 1 x DC, catering for at least four (4) EV parking bays at each of the following areas:

- Parking area in front of the main building and EAL.
- LDC at EAL (Gauteng Cluster Head Office).
- Visitors' parking at Megawatt Park.
- Visitors' parking at the Eskom Research and Innovation Centre (Rosherville).

1.2.5.4 Public Charging Stations

- Fifty-Three (53) public charging stations to be installed in 5 Clusters (9 Provinces). Installation could occur in underground parking, semi-basement parking, undercroft parking, ground floor parking, surface floor parking, above-ground parking, multi-storey parking, multi-storey sleeved parking.
- Each DC charger must have 2 charging points.
- **Cape Coastal Cluster** (Western Cape and Eastern Cape): Ten (10) EV charging stations to be installed at public sites, 1x DC charging station at each site, catering for at least three (3) EV parking bays per site.
- **Central East Cluster** (KwaZulu-Natal and Free State): Ten (10) EV charging stations to be installed at public sites, 1x DC charging station at each site, catering for at least three (3) EV parking bays per site.
- **Gauteng Cluster** (Gauteng): Twelve (12) EV charging stations to be installed at public sites, 1x DC charging station at each site, catering for at least three (3) EV parking bays per site.
- **Gemma Cluster** (Northern Cape and North West): Eight (8) EV charging stations to be installed at public sites, 1x DC charging station at each site, catering for at least three (3) EV parking bays per site.
- **Limlanga Cluster** (Limpopo and Mpumalanga): Thirteen (13) EV charging stations to be installed at public sites, 1x DC charging station at each site, catering for at least three (3) EV parking bays per site.

1.3 Employer's objectives and purpose of the works

The objective and purpose of the Works is to ensure operational reliability of the EV Charging Stations.

1.4 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AC	Alternating Current
AFC	Approved for construction
COC	Certificate of Compliance
COSEM	Companion Specification for Energy Metering
CPU	Centralised Power Unit
DB	Distribution Board
DC	Direct Current
DLMS	Device Language Message Specification
EMC	Electromagnetic Compatibility
EV	Electric Vehicle
LAN	local area network

OBL	Outside battery limits
OCP	Open charge point protocol
PIN	personal identification number
PV	Photovoltaic
QCP	Quality Control Plan
RFID	Radio Frequency Identification

2 Management and start up.

2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on TBC at ____		<i>Employer, Contractor, Supervisor, and Contractor's Representative</i>
Overall contract progress and feedback	Monthly on TBC at ____		<i>Employer, Contractor, Supervisor, and Contractor's Representative</i>

The *Contractor* attends regular contract management meetings convened by the *Project Manager*. Such meetings are for the purpose of discussing progress, programme of Works, finances, delays, safety, quality, environment, risk, Site instructions, Plant and Materials, Equipment, Site conditions, occupations, the co-ordination of Site activities and other contractual matters, risk reduction meetings, which can form part of the regular contract management meetings or be held as separate meetings, are also held to discuss early warnings, compensation events, contractual claims and the Risk Register. The meetings are chaired by the *Project Manager* and the proceedings are recorded and the minutes circulated by the *Project Manager*.

The *Contractor* also attends ad-hoc meetings convened by the *Supervisor*. Such meetings address specific issues or problems relating to design, quality, specifications and adherence thereto. The proceedings are recorded and the minutes circulated by the *Supervisor*.

The preferred location of meetings is either the *Employer's* offices or premises or the *Contractor's* Site office, as decided by the Chairperson of the meeting.

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.2 Documentation control

- The *Contractor* provides and controls documentation as per the ISO9001 standards.
- All documentation is submitted with transmittal notes clearly identifying the sender, receiver, contents and purpose of the submission.
- All documentation, including drawings but excluding invoices, is submitted via the *Employer's* Document Control department by hand or electronically through the *Project Manager's* email, who in turn distributes to the relevant parties.
- In addition to the paper copies, all electronic copies of all documentation are submitted on CDs. Text documents are in Microsoft Word 2003, Acrobat version 6 (PDF) or fully compatible format. Spreadsheets are in Microsoft Excel 2003 or fully compatible format.

All documents supplied by the *Contractor* are subject to Eskom's acceptance. The *Contractor* includes the *Employer's* drawing number in the drawing title block. This requirement only applies to design drawings developed by the *Contractor* and his Subcontractors. Drawing numbers are assigned by the *Employer* as drawings are developed.

2.3 Health and safety risk management

The *Contractor* shall comply with the SHE Specification 056-4515009 Rev.0 of this Works Information.

2.4 Environmental constraints and management

The *Contractor* shall comply with the SHE Specification 056-4515009 Rev.0 of this Works Information:

- General:
 - The *Contractor* complies with the SHE Specification 056-4515009 Rev.0, for the supply and installation of Electric Vehicle (EV) Charging Stations as well as the Environmental Authorisation (EA).
 - In case of uncertainty or discrepancies between various standards and specifications, the *Contractor* shall consult with the *Project Manager* for clarity.

2.5 Quality assurance requirements

- The *Contractor* complies with the *Employer's* specification QM58.
- The *Contractor's* Quality Management System conforms to International Standard ISO 9001.
- The *Contractor* submits his Quality Management System documents to the *Project Manager* for acceptance as part of the programme to include details of the:
 - Quality Plan for the *Works*;
 - Quality policy;
 - Index of procedures to be used;
 - Document register; and,
 - Schedule of internal and external audits for the *Works*.
- The *Contractor* submits in detail his proposed test and inspection plan to the *Project Manager* and *Supervisor* for acceptance before delivery and installation commence. The *Contractor's* test and inspection plan includes detailed trenching records, witness points and hold points for critical activities.
- Tolerances are covered in the specifications.

- The *Contractor* develops and maintains a comprehensive register of documents that are generated on the contract including all quality related documents. The *Project Manager* indicates those documents to be submitted for information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register indicates the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply (except where stated otherwise) prior to such documents being used by the *Contractor*.
- The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, quality assurance and quality control co-ordination activities to ensure that the *Works* meet the standards stated in the Works Information. It includes a description of the *Contractor's* test and inspection activities, and check/test sheets. The *Employer's* specification QM58 contains the minimum requirements for the Quality Plan.

2.6 Programming constraints

- Commissioning must be done during an occupation or shutdown.
- The *Supervisor* requires at least two working days to check the *Contractor's* test and inspection plan.
- The *Project Manager* requires at least two working days each to check the *Contractor's* Quality Plan, Safety Health and Environmental Management Plan and Method Statements.
- The *Contractor* gives the *Project Manager* notice of at least three working days to source specific existing as-built drawings.
- Excluding the commissioning occupation, ad-hoc testing and inspections by the *Supervisor* take on average one working day for each instance.
- The lead-time for arranging occupations is at least ten working days.
- Where applicable, the *Contractor* submits his occupation plan at least ten working days before each occupation.
- The *Supervisor's* acceptance inspection (walk-through) takes one working day per commissioning occupation.
- The *Supervisor's* acceptance testing and commissioning requires up to three days during the commissioning occupation. This may include weekends and public holidays, but it is entirely at the *Supervisor's* discretion.
- After commissioning each station, twenty-two working days are allowed for demolitions and the submission of as-built information, manuals, quality records, software data records, technology transfer and other documentation. Initial submission of all as-built information is within five working days after commissioning.
- All time periods given for the *Supervisor*, *Project Manager* or any of the *Employer's* other agents to perform their duties, exclude the annual three-week December/January shutdown period and the three-week period after Easter.
- Correction of defect listing completion activities
- Sequence of the *Works*: to be determined by the *Contractor* and to be included in his programme of work.
- The *Contractor* presents each programme on paper and in software format.
- The *Contractor* submits each programme as a Gantt chart in Primavera (minimum standard P6.2)
- The *Contractor's* programme shows the critical path(s) and all necessary logic diagrams demonstrating sequence of operations.
- The *Contractor's* programme shows the duration of operations in working days.
- The *Contractor's* programme shows the requirements of the EMP, SES, PES, SMP and the Environmental Method Statements.
- The *Contractor's* programme shows the following levels:
 - Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning, finalisation and Completion.
 - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below.
 - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations are assigned a code

by the *Project Manager*. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes.

- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline.
- A narrative status report, which includes precise status and performance of operations in the Working Areas, precise status and performance of operations outside the Working Areas, manpower histograms, S-curve of overall progress, critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.
- On each revised programme the *Contractor* shows a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.
- The *Contractor* submits programme report information to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under the Contract Data.
- The *Contractor's* weekly programme narrative report includes:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar reflects the current forecast dates and the secondary bar the latest Accepted Programme.
- 3-week Look-ahead Schedule - showing two separate bars for each task i.e. the primary bar reflects the current forecast dates and the secondary bar the latest Accepted Programme.
- Manpower Histogram – reflecting actual, forecasted and planned activities
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.
- The *Contractor* complies with Project Controls specifications for the Eskom Distribution Division.

2.7 *Contractor's* management, supervision and key people

Within 2 (two) weeks from the start date, the *Contractor* submits an organogram of his key persons (both as required by the *Employer* and as independently stated by the *Contractor* under the Contract Data), their contact details and how they communicate with the *Project Manager* and the *Supervisor*.

2.8 Invoicing and payment

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

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

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

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

2.9 Insurance provided by the *Employer*

Clause 8 Risks and insurance of Part one - Contract Data provided by the *Employer* refers.

2.10 Contract change management

Clause 6 Compensation Events of the conditions of contract refers.

2.11 Provision of bonds and guarantees

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

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

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

Core Clause 5 Payments of conditions of contract, Clause 6 Compensation Events of the conditions of contract refers.

2.13 Training workshops and technology transfer

The *Contractor* determines and provides for any training in terms of the *Works*.

The *Contractor* makes further provision for this as follows:

- The *Contractor* makes provision for 3 training sessions for a compliment of 10 people per session.
- The *Contractor* provides for an integrated training content of the *Employer's* Operators, Supervisors/Technicians and Engineering personnel during each of the 3 sessions.

3 Engineering and the *Contractor's* design

3.1 As-built drawings, operating manuals and maintenance schedules

The *Contractor* shall provide the necessary information to produce "As-built Drawings".

Changes are only done as per red line drawings accepted by the *Project Manager*.

All maintenance and operations manuals are provided prior to commissioning.

The *Contractor* shall ensure that the following documents are made available prior to, during and after as may be applicable to the *Works* for pre-commissioning, commissioning and hand-over for review and acceptance by the *Employer*:

- Pre-/Commissioning certificates;
- Pre-/Commissioning logs;
- Asset register;
- Interim maintenance copies of design documents;
- Spares list and spare equipment;
- Tool list and special tools;

- As-built drawings;
- Equipment manuals (O&M, RMM, TRG, User manuals, etc);
- System manuals:
 - Design principles;
 - Maintenance procedures;
 - Standard circuit designs; and
 - Technical procedures.
- Certificate of practical completion;
- Pre-/Commissioning work package;
- Copies of inspection & test records (SIT, SAT, FIT, FAT, etc.);
- Certificate of acceptance;
- Test certificates all equipment as may be applicable;
- Maintenance philosophy; and
- Operational philosophy.

The *Contractor* refers all queries to the *Employer* for resolution.

All drawings and manuals or instructions shall comply with:

- Eskom: Engineering Drawing Standard 240-86973501 (latest revision shall be supplied by the *Employer*) and the Distribution Division requirements.

4 Procurement

4.1 People

4.1.1 Minimum requirements of people employed on the Site

Clause 2.7 *Contractor's* management, supervision and key people above refers.

4.1.2 BBBEE and preferencing scheme

Clause Z3 under the Additional conditions of contract in Part one – Contract Data of the Contract document provided by the *Employer* refers.

4.1.3 Supplier Development Localization and Industrialisation (SDL&I)

Introduction

Supplier Development and Localization as a poverty alleviation and job creation initiative has identified spending on Eskom's infrastructure as a key area for intervention and *Employer* is accordingly required to set local content, black economic empowerment (LBS, BWO, BYO and BPLwD) skills development targets. *Employer* prefers to do business with companies that are more than 50% Black Owned and have achieved Level 1- 3; this includes Black Woman Owned (BWO), Black Youth Owned (BYO), and Black People Living with Disability (BPLwD).

The *Contractor* shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The *Contractor* shall be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract.

Employer has long had a policy in place regarding procurement from black individuals and companies owned and managed by black individuals. In accordance with the publication of The Codes of Good Practice on Black Economic Empowerment issued under Section 9(1) of the Broad Based Black Economic Empowerment Act, 53 of 2003 (the "Codes").

Potential scope to be subcontracted and/or outsourced:

- Branding of the EV Charging Stations
- Civil works (e.g., trenching & digging)

The *Contractor* shall comply with the **SDL&I Strategy Setting document for Bidders 240-6860265 Rev.1** of this Works Information

National Industrial Participation Programme: To be considered/applicable at tender evaluation stage if a tender meets the NIPP thresholds

Eskom will implement the NIPP requirement, which determines that the *Contractor* must contact the Department of Trade, Industry and Competition (dtic) to arrange for support and development of local businesses. Eskom is required to inform the tenderers of this requirement. NIPP will only be applicable for contracts with an FGN component or content of USD 5 million or more.

The following narrative must be captured in all tenders that have import/foreign content equal to or in excess of USD 5 million:

"NIPP is a programme that seeks to leverage economic benefits and support the development of South African industry by effectively utilising the instrument of government procurement. The NIPP programme is mandatory for all government and parastatal purchases or lease contracts

(goods and services) with an imported content equal to or exceeding USD 5 million.

“The programme targets South African and foreign industries, enterprises, and suppliers of goods and services to government/parastatals, where the imported content of such goods and services equals to or exceeds USD 5 million. The first customer of NIPP is the South African industry that benefits through the NIPP business plans, which, when implemented, generate new or additional business activities through one or more of the following: investment, export opportunities, job creation, increased local sales, SMME and BEE promotion, R&D, and technology transfer.

“Companies with an NIPP obligation must sign this obligation agreement with the Department of Trade, Industry and Competition (dtic) before the contract with Eskom Holdings SOC Ltd, as a purchasing entity, is signed. The obligation agreement governs the relationship between the dtic and the supplier. It defines the NIPP obligation value(s), requirements to fulfil the NIPP obligation, performance milestones, performance monitoring processes, and the NIPP credit allocation criteria.

“All tenders with an import content that is equal to or exceeds the threshold of USD 5 million compels the winning bidder to negotiate and enter into a NIPP obligation agreement with the dtic before signing the contract with Eskom.”.

SDL&I Commitments

The *Contractor* is required to submit proposals in a table below for developing the skills of unemployed candidates in the country. The skill types / occupations to be upskilled for this transaction's industry. The candidates selected for skills development shall be currently unemployed graduates from university schools and technical, vocational, education and training (TVET) campuses of South Africa

Development Matrix

Skill Type/ Occupation	Eskom Target	Proposed number of Candidates
Charging Point Operators	10	

Skill Development

Skills development candidates should be unemployed graduates from TVET Colleges and disadvantaged universities. The composition of the candidates shall be representative of the demographics of South Africa.

A detailed training plan with milestones as to when the training will commence and be completed will be required from the *Contractor*, 30 days after the contract award. This programme will be monitored and audited as per the agreement between the *Contractor* and SDL&I Monitoring and Reporting team.

4.2 Subcontracting

4.2.1 Preferred subcontractors

- Where the *Contractor* employs a Subcontractor operating in the Working Areas, then the *Contractor* ensures that the Subcontractor complies with the *Employer's* requirements and that the Subcontract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations, all within the *Contractor's* Quality Management System.
- The *Contractor* uses an NEC3 Engineering and Construction Subcontract with Main Option A when he subcontracts portions of the *Works* which amount to more than 25% of the contract value, to subcontractor that has an equal or higher B-BBEE status level of a contributor than the *Contractor*.

- Where the *Contractor* is required to remove an animal, reptile or bird from the Working Areas, the *Contractor* engages a Subcontractor who is a specialist and qualified for such removal (including the removal of rare, endemic, or endangered species).

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Contractor ensures that all Subcontract documentation and assessment of subcontract tenders complies with the specifications and requirements of the *Works* allocated to him in this Contract.

4.2.3 Limitations on subcontracting

Sub clause 26 Subcontracting of the conditions of contract refers.

4.2.4 Attendance on subcontractors

Not applicable

4.3 Plant and Materials

4.3.1 Quality

- Sub clause 2.5. Quality Assurance Requirements above refers.
- All imported Plant and Materials are new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.
- The *Contractor* replaces any damaged Plant and Materials (whether in the Working Areas or not) or any Plant and Materials with Defects and notifies the *Project Manager* and the *Supervisor* each time replacement is required.

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

Not applicable

4.3.3 Spares and consumables

4.3.3.1 Critical spares:

Critical spares with quantities and prices must be submitted with the Tender. The *Employer* will decide on the procurement of critical spares after award of Contract.

4.3.3.2 Special Tools and Servicing Aids:

The *Contractor* shall supply all special tools or servicing aids (mechanical type, laptops, software etc.) necessary for the efficient maintenance, repair or calibration of the equipment for the *works* under this *Contract*. The *Contractor* shall submit a detailed list of the special tools or servicing aids.

4.4 Tests and inspections before delivery

The *Supervisor* inspects each batch of the EV Charging Stations before delivery to the Working Areas. The *Contractor* submits test certificates to the *Supervisor* for the EV Charging Stations before delivery to specific Working Area.

4.5 Marking Plant and Materials outside the Working Areas

The *Contractor* is to liaise with the *Project Manager* regarding marking of Plant and Material prior to delivery to the Working Areas:

- Clause 71.1 Marking Equipment, Plant and Materials outside the Working Areas of the conditions of contract refers
- For payment purposes, the *Contractor* marks each affected item of Plant and Materials outside the Working Areas with at least a unique serial number, the date, the contract number and identifying the *Employer* as the title holder. All items are marked permanently and the method of marking conforms to the specifications.
- The *Contractor* securely stores marked Plant and Materials in areas sealed off from the rest of their production run, e.g., using locked cages with controlled access. The *Contractor* maintains an auditable record of the whereabouts of marked Plant and Materials.
- The *Contractor* provides accurate delivery notes showing serial numbers and other details and confirming the *Employer* as the title holder. The *Supervisor* signs those delivery notes to confirm acceptance of the affected Plant and Materials and the *Contractor* then submits the delivery notes to the *Project Manager*.

4.6 Contractor's Equipment (including temporary works).

- The *Contractor* provides the *Supervisor* with calibration certificates, test certificates, load certificates as may be required in terms of the relevant regulations and statutory requirements for the *Works*.
- The *Contractor* provides, erects, and sets up all temporary *Works* during installation, commissioning, maintenance and hand over of the *Works*.

5 Construction

5.1 Temporary works, Site services & construction constraints

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

- Security Access Control Measures Site Regulations are applicable for areas within the specified Working Areas. The *Contractor* must provide approved security access control measures and guarding of the work environment.
- The *Employer* allows access to Site, on request, after:
 - The *Contractor* requests access from the *Project Manager*;
 - The *Contractor* submits copies of the agreement between the *Contractor* as *Employer* and his employees as envisaged by Section 37(2) of Act 85 of 1993;
 - The *Project Manager* accepts the *Contractor's* SMP and Environmental Method Statement;
 - The *Contractor* has made all safety, health, environment and quality appointment required to proceed with Site activities;
 - The *Contractor* provides the safety case between the Parties and it is signed by the Parties; and,
 - The *Project Manager* issues a Site access certificate.
- The *Contractor* is given access to the various equipment sites and such entry permits and keys are considered necessary by the *Project Manager*.
- The *Contractor* complies with the following requirements of the *Employer*:
 - Reporting of faults and failures;
 - Occupation requirements;
 - Safety risk management; and,
 - Environmental constraints and management.

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

The *Contractor* shall provide all protection and barricading around his *Works* as well as for compliance to the rules for occupations/permit to work and others as may be required.

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

- The *Contractor* complies with the following hours of work on the Site:
 - Normal working hours on Site means the hours of work, as determined by a wage regulating measure or statutory enactment for any trade or activity, in respect of which the basic minimum rate of pay is applicable, and excludes all time for which a higher rate of pay is obligatory. Where no wage regulating measure is in force, the normal hours will be 07h30 to 16h00 Mondays to Fridays, including a daily meal break.
 - The *Contractor* confines his work to normal working hours except when work outside these hours is:
 - specifically provided for in the contract; or
 - permitted by the *Project Manager* at the *Contractor's* request; or
 - ordered by the *Project Manager*; or
 - Normally carried out in multiple shifts.
 - When the *Contractor* proposes to work outside normal working hours, he applies to the *Project Manager* at least seven days in advance. Permission is not withheld unreasonably and is subject to such conditions as the *Project Manager* may impose to protect the *Employer's* interests. Such permission may be withdrawn at any time. The *Contractor* is not entitled to any claim for additional payment or time arising from either the refusal to permit such working or the granting of such permission or withdrawal of permission.
 - The *Supervisor's* acceptance testing and commissioning occur during undefined hours, and may include weekends, public holidays and night work, solely at the discretion of the *Supervisor* and in accordance with the *Employer's* requirements.
- The *Contractor* keeps daily records of his people engaged in the Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

5.1.4 Health and safety facilities on Site

As per SHE Specification 056-4515009 Rev.0 requirements of this Works Information

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

As per SHE Specification 056-4515009 Rev.0 requirements of this Works Information

5.1.6 Title to materials from demolition and excavation

Notwithstanding Clause 70 Title, The *Contractor* refers to the various parts of the *Contract* for details. In essence all valuable materials will be stockpiled at designated venues within the Working Areas.

5.1.7 Cooperating with and obtaining acceptance of Others

- Clause 25 Working with the *Employer* and Others of the conditions of contract and Clause 25.1 of Part one Data provided by the *Employer* refers.

- The *Contractor* shall obtain all statutory approvals for the *Works* from the Local Authorities as required.

5.1.8 Publicity and progress photographs

- The *Contractor* provides a name board with the *Employer's* name, contract number, *Contractor's* name, contact persons and contact details at their Site camp. Name boards are done as per SANS 1200 AB-1986 clause 3.1.
- Other signage on Site is generally provided by Others, but any warning/hazard signage required for the *Works* is provided by the *Contractor*. The *Contractor* provides notice boards in construction camps as per environmental requirements.
- The *Contractor* submits Site progress photographs weekly in TIFF, JPEG or compatible format via E-mail to the *Project Manager*.
- The *Contractor* does not advertise anything related to the contract to any third party, nor communicates directly with the media without the *Project Manager's* written consent.

5.1.9 *Contractor's* Equipment

- Requirements for Equipment are covered in the specifications.
- The *Contractor* supplies all Equipment necessary to provide the *Works*.
- Any faulty equipment is promptly replaced or repaired.
- The *Contractor* keeps daily records of his Equipment used in the Working Areas (distinguishing between owned and hired Equipment) with such daily records available for inspection by the *Project Manager* at all reasonable times.

5.1.10 Equipment provided by the *Employer*

The *Employer* does not supply any equipment.

5.1.11 Site services and facilities

- The *Employer* provides no services or facilities other than suitable and available Working Areas and existing service roads.
- The *Contractor* temporarily ties into the existing water and electricity supplies for construction purposes at the *Contractor's* own cost.
- The *Contractor* shall provide usage metering for monitoring purposes.
- The *Contractor* shall refer to the *Employer's* drawings for the geographical location of the temporary tie-in points and take note of the distances to the work sites.
- The *Contractor* shall inspect the potential connection points during the site visit and shall provide a method statement for the tie-in for acceptance by the *Employer*.
- Wherever the *Employer* provides facilities for the *Contractor's* use within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

5.1.12 Facilities provided by the *Contractor*

- Contrary to SANS 1921-1 clause 4.14.1, the *Contractor* is responsible for his Site establishment. Location of the *Contractor's* Site camps and other facilities is subject to the *Project Manager's* acceptance and subject to availability of space on Site and Working Areas.

- No dwelling facilities is allowed on site.
- The *Contractor* provides sufficient mobile chemical toilets on Site.
- The *Contractor* provides his own electricity supply for the *Works* by means of suitable and sufficient portable generators at remote areas where no temporary supply is readily available.
- Wherever the *Contractor* provides facilities (either his own or for the *Employer* and his agents) and all items of Equipment, involving offices, accommodation, laboratories, Plant and Materials storage, compound areas etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- Unless expressly stated as a responsibility of the *Employer*, all residual requirements for the provision of facilities and all items of Equipment necessary to Provide the *Works* remains the responsibility of the *Contractor*.
- The *Contractor* provides any additional access required to Site at own cost, removes it on completion of work and re-instates the Site to its original condition or better. Written permission is required from the *Project Manager* before any access is constructed.

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

The *Contractor* inspects and surveys buildings, premises and facilities adjacent to the Site and which are affected by the *Works* in accordance with punch-lists, co-ordination and/or liaison with adjacent property owners and agents of the *Employer* and in conjunction with the *Project Manager*.

5.1.14 Survey control and setting out of the works

The *Contractor* allows for establishing local survey control to ensure that the setting out of anchor bolts to be cored and grouted into existing concrete or cast into new concrete and construction of any structures are set out to the *Project Manager's* acceptance. Correct line, level and plumb vertical alignment to match the existing rails or to suit the new equipment and installations as intended.

5.1.15 Excavations and associated water control

The *Contractor* supplies and operates relevant water removal pumps and piping to ensure that all excavations are water free during construction.

The *Contractor* conforms to Site Regulation 36 Permission for Excavation and Backfilling (Excavation permits).

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

The *Contractor* complies with the requirements of the Works Information as may be applicable and:

- The *Contractor* locates existing services before commencing work on Site and Working Areas.
- Where the *Contractor* encounters existing services, he takes extreme care not to damage them. Any such damage is the *Contractor's* responsibility.
- The *Contractor* contacts the relevant authorities through the *Project Manager* to co-ordinate Site activities.
- The *Contractor* performs his own surveys to ascertain underground services and structure prior to excavations.
- The *Contractor* conforms to Site Regulation 36 Permission for Excavation and Backfilling (Excavation permits).

5.1.17 Control of noise, dust, water and waste

As per SHE Specification 056-4515009 Rev.0 requirements of this Works Information

5.1.18 Sequences of construction or installation

The *Contractor* supplies, installs, maintains the *Works* to comply with the requirements and the commissioning sequence stated in the *Employer's Works Information*.

5.1.19 Giving notice of work to be covered up

- The *Contractor* conforms to Site Regulation 36 Permission for Excavation and Backfilling (Excavation permits).
- The *Contractor* notifies the *Supervisor* of all elements of the *Works* which are to be covered up, for example cable-laying and trenching for inspection and acceptance.

5.1.20 Hook ups to existing works

The *Contractor* shall take cognisance of the fact that the areas within the Working Area will be operational during the construction period. Occupations/outages/permit to work on or in close proximity to the "live" plant can be arranged with Distribution Plant Safety Regulations.

The *Contractor* shall be required to execute the *Works* in phases such that *Works* in areas that are clear of the "live" plant are prepared and ready for the tie-in into the existing plant. The tie-in into the existing plant and the dismantling/demolition/implosion the redundant plant shall be planned for during the yearly shut.

The *Employer* provides the following information for assistance and clarity during the development of the implementation/construction methodology:

- Occupations are arranged for work to be done, including proper occupation plans and work method statements.
- The *Contractor* works on existing installations only if the work is done in the presence of and as directed by the *Supervisor*.
- The *Contractor* promptly notifies the *Project Manager* and the *Supervisor* in the event of faults and failures.

5.2 Completion, testing, commissioning and correction of Defects

5.2.1 Work to be done by the Completion Date

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

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

	paragraph _____ of this Works Information.	requirements.

No	Item of work	To be completed when
	Maintenance and Operations Manuals	Prior to commissioning
1	As-built information, quality records, software data and other documentation	Two weeks prior to Completion Date
2	Training	Before the first commissioning occupation and or additional training before completion and or as per the requirements
3	Final testing and commissioning	Two weeks prior to Completion Date
4	Performance testing of the <i>Works</i>	As per agreement with the <i>Project Manager</i> but not later than the Completion Date
5	Clearance and rehabilitation	Two weeks prior to Completion Date
6	Technology transfer	Two weeks prior to Completion Date
7	Correction of all Defects notified by the end of the <i>Contractor's</i> post-commissioning performance testing	Two weeks prior to Completion Date

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

- The *Employer* uses the parts of the *Works* before Completion is certified by the *Project Manager* which constitutes Take over by the *Employer*.
- Any ("hand over") inspections done to allow use of commissioned portions of the *Works* are done to aid prompt correction of Defects and should not be confused with Take over procedures.

5.2.3 Materials facilities and samples for tests and inspections

The *Contractor* provides all materials, facilities and samples required to perform inspections, tests and commissioning as per the relevant specifications and as per the items listed under the relevant clauses of the Works Information

5.2.4 Commissioning

- The *Contractor* commissions the EV Charging Stations as well as other systems described in the *Works* upon completion of installation and remedial works.
- The *Contractor* prepares a commissioning plan indicating the procedures and methods to be utilised during the commissioning phase.
- The *Contractor* includes a structured set of records in the commissioning plan that shall be noted, recorded and signed off by the *Employer* during the commissioning period.
- The *Contractor* undertakes, together with the *Employer*, the pre commissioning review to ensure that required documentation is complete prior to commissioning.
- The *Works* meets all safety clearances prior to commissioning.

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

As per the arrangement with the *Project Manager* and *Supervisor*.

5.2.6 Take over procedures

Clause 35 Takeover of the conditions of contract and requirements of the Works Information refers.

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

- The *Contractor* complies with the constraints and procedures stated elsewhere in the *Employer's Works Information* where the *Project Manager* arranges access for the *Contractor* after Completion.
- The *Contractor* corrects Defects in the presence and under direction of the *Supervisor*.
- Clause 43.2 of Part one – Contract Data provided by the *Employer* refers.

5.2.8 Performance tests after Completion

The *Contractor* is to demonstrate that the *works* can operate as guaranteed by the *Contractor* (in the *Contractor's Works Information*) or specified by the *Employer* specified elsewhere in this Works Information.

5.2.9 Training and technology transfer

Refer to Clause 2.13 above.

5.2.10 Operational maintenance after Completion

The *Contractor* is required to perform maintenance works during the duration of this contract and before the *defects date*.

6 Plant and Materials standards and workmanship

6.1 Purpose and Guidelines of the *Works*

The purpose of the *Works* is to ensure operational reliability of the EV Charging Stations as per Works Information. The *Contractor* will be responsible to do all work and activities with the *Contractor's* own personnel and machines.

6.2 Other

As agreed, and arranged with the *Project Manager*.

7 List of drawings

7.1 Drawings issued by the Employer

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

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

Drawing number	Revision	Title

C3.2 *CONTRACTOR'S* WORKS INFORMATION

The *Contractor's* Works Information will be evaluated by the *Employer's* Technical Team. Upon agreement, it will be incorporated into the *works*.

This section could also be compiled as a separate file.
