



**NEC3 Engineering & Construction Contract**

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

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

**for Smart Meter Installation Projects within Gauteng  
Cluster on an as and when required basis**

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

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## Part C1: Agreements & Contract Data

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<b>Contents:</b>	<b>No of pages</b>
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[to be inserted from Returnable Documents at award stage]	
<b>C1.2a Contract Data provided by the <i>Employer</i></b>	<b>[•]</b>
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# 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:

### **Smart Meter Installation Projects within Gauteng Cluster on an as and when required basis**

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 B,	The offered total of the Prices exclusive of VAT is	<b>R (Rates Only)</b>
	Sub total	<b>R (Rates Only)</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the amount due inclusive of VAT is <sup>1</sup>	<b>R (Rates Only)</b>
	Rate only Total of which is the Total value of Purchase Orders Issued	

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the tenderer:**

\_\_\_\_\_  
*(Insert name and address of organisation)*

Name & signature of witness

Date

Tenderer's CIDB registration number (if applicable)

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

## 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	<p><b>Clause 26 Subcontracting</b></p> <p>26.1 If the Contractor subcontracts work, he is responsible for Providing the Service as if he had not subcontracted. This contract applies as if a Subcontractor's employees and equipment were the Contractor's.</p>	<p><b>Add ...</b>The Subcontractor may not further subcontract any portion of the works that they have been subcontracted to perform.</p> <p>Should the Subcontractor require to further subcontract any portion of the works that they have been subcontracted to perform, they will be deemed to be incapable of providing the subcontracted service.</p> <p>The Contractor is responsible to verify that the Subcontractor will not further subcontract any portion of the works.</p> <p>The Project Manager may then reject the proposed subcontractor should they be deemed incapable of providing the proposed subcontracted service.</p>
2	<p>26.2 The Contractor submits the name of each proposed Subcontractor to the Service Manager for acceptance. A reason for not accepting the Subcontractor is that his appointment will not allow the Contractor to Provide the Service. The Contractor does not appoint a proposed Subcontractor until the Service Manager has accepted him.</p>	<p><b>Add ...</b> Should it be found that after the appointment of the Subcontractor that they are further subcontracting the subcontracted works, the Project Manager is to issue an instruction to the Contractor to immediately terminate the services of the Subcontractor and appoint a capable Subcontractor within 4 weeks of the instruction. No extension for delay will be awarded to the Contractor. The amount due to the Subcontractor by the Contractor will be for the work done to date.</p>
3	<p>The Contractor submits the proposed conditions of contract for each subcontract to the Service Manager for acceptance unless</p> <ul style="list-style-type: none"> <li>• an NEC contract is proposed or</li> <li>• the Service Manager has agreed that no submission is required.</li> </ul> <p>The Contractor does not appoint a Subcontractor on</p>	<p><b>Add....</b> The Contractor may be required to appoint a Named Subcontractor and is defined as a sub-contractor who is named by the employer in the specification, or employer's requirements or later identified as required. The contractor bears the risk of the named sub-contractor's procurement, design and works as required.</p> <p>SMME's from local communities will be deemed to be Named Subcontractors.</p>

the proposed subcontract conditions submitted until the Service Manager has accepted them. A reason for not accepting them is that

- they will not allow the Contractor to Provide the Service or
- they do not include a statement that the parties to the subcontract shall act in a spirit of mutual trust and co-operation.

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 _____ <i>(Insert name and address of organisation)</i> Name & signature of witness _____ Date _____	_____ _____ _____ _____ <i>(Insert name and address of organisation)</i> _____ _____ _____
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# C1.2 ECC3 Contract Data

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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<p><b>B: Priced contract with bill of quantities</b></p> <p><b>W1: Dispute resolution procedure</b></p> <p><b>X2 Changes in the law</b></p> <p><b>X7: Delay damages</b></p> <p><b>X13: Performance Bond</b></p> <p><b>X16: Retention</b></p> <p><b>X17: Low performance damages</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: Additional conditions of contract</b></p>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	<b>Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Paul Segwe</b>
	Address	<b>[•]</b>
	Tel	<b>[•]</b>
	Fax	<b>[•]</b>
	e-mail	<b>[•]</b>
10.1	The <i>Supervisor</i> is: (Name)	<b>Clerk of Works</b>
	Address	<b>[•]</b>
	Tel No.	<b>[•]</b>

**SUPPLY, DELIVERY AND INSTALLATION OF SMART METERS TO REDUCE THE NUMBER OF CUSTOMERS AFFECTED BY LOAD REDUCTION FOR A PERIOD OF 1 (ONE) YEAR ON AN REQUIRED BASIS.**

	Fax No.	[•]								
	e-mail	[•]								
11.2(13)	The <i>works</i> are	<b>Supply, Delivery and Installation of Smart Meters to reduce the number of customers affected by Load reduction for a period of 1 (one) year required basis.</b>								
11.2(14)	The following matters will be included in the Risk Register	<b>Material delays, Community challenges, Outages, Permits, Authorisations</b>								
11.2(15)	The <i>boundaries of the site</i> are	<b>Gauteng Cluster</b>								
11.2(16)	The Site Information is in	<b>Part 4: Site Information</b>								
11.2(19)	The Works Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>								
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>								
13.1	The <i>language of this contract</i> is	<b>English</b>								
13.3	The <i>period for reply</i> is	<b>1 week</b>								
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Data required by this section of the core clauses is provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</b>								
<b>3</b>	<b>Time</b>									
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>TBC</b>								
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="1"> <thead> <tr> <th><i>Condition to be met</i></th> <th><i>key date</i></th> </tr> </thead> <tbody> <tr> <td>1   TBC</td> <td>Task Order Specific</td> </tr> <tr> <td>2   [•]</td> <td>[•]</td> </tr> <tr> <td>3   [•]</td> <td>[•]</td> </tr> </tbody> </table>	<i>Condition to be met</i>	<i>key date</i>	1   TBC	Task Order Specific	2   [•]	[•]	3   [•]	[•]
<i>Condition to be met</i>	<i>key date</i>									
1   TBC	Task Order Specific									
2   [•]	[•]									
3   [•]	[•]									
30.1	The <i>access dates</i> are:	<table border="1"> <thead> <tr> <th><i>Part of the Site</i></th> <th><i>Date</i></th> </tr> </thead> <tbody> <tr> <td>1   Transformer Specific</td> <td>TBC</td> </tr> <tr> <td>2   [•]</td> <td>[•]</td> </tr> <tr> <td>3   [•]</td> <td>[•]</td> </tr> </tbody> </table>	<i>Part of the Site</i>	<i>Date</i>	1   Transformer Specific	TBC	2   [•]	[•]	3   [•]	[•]
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1   Transformer Specific	TBC									
2   [•]	[•]									
3   [•]	[•]									
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>								
31.2	The <i>starting date</i> is	<b>TBC</b>								
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>								
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	[No data needed if this statement is included]								

**4 Testing and Defects**

42.2	The <i>defects date</i> is	<b>52 weeks after Completion of the whole of the works.</b>
43.2	The <i>defect correction period</i> is	<b>4 weeks</b>
	except that the <i>defect correction period</i> for	<b>[•] is [•] weeks</b>
	and the <i>defect correction period</i> for	<b>[•] is [•] weeks</b>

**5 Payment**

50.1	The <i>assessment interval</i> is	<b>between the 15<sup>th</sup> and 25th day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<p>- For contracts valued below R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying Suppliers within 30 days of receipt of undisputed invoices.</p> <p>For contracts valued above R50 000 000 (Fifty Million Rand) including VAT, Eskom is committed to paying suppliers within 60 days of receipt of undisputed invoices (with Goods Receipt generated).</p>
51.4	The <i>interest rate</i> is	<b>the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and</b>

**6 Compensation events**

60.1(13)	The place where weather is to be recorded is:	<b>Project Sites</b>
	The <i>weather measurements</i> to be recorded for each calendar month are,	<p><b>the cumulative rainfall (mm)</b></p> <p><b>the number of days with rainfall more than 10 mm</b></p> <p><b>the number of days with minimum air temperature less than 0 degrees Celsius</b></p> <p><b>the number of days with snow lying at 09:00 hours South African Time</b></p> <p><b>and these measurements:</b></p>
	The <i>weather measurements</i> are supplied by	<b>South African Weather Bureau</b>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	<b>Various Weather Stations by SAWB</b>

and which are available from:

**the South African Weather Bureau and included in Annexure A to this Contract Data provided by the *Employer***

<b>7</b>	<b>Title</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	1. [•] 2. [•] 3. [•]
<b>9</b>	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with bill of quantities</b>	
60.6	The <i>method of measurement</i> is	<b>As stated in Part C2.1, Pricing Assumptions.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b>
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.</b>
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration.</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>Gauteng South Africa</b>
	The person or organisation who will	

	choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b>	
<b>12</b>	<b>Data for secondary Option clauses</b>		
<b>X2</b>	<b>Changes in the law</b>	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>	<b>X7</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>0,25% of Purchase Order Value per day, Total delay damages is limited to 10% of the Total Purchase Order Value</b>	
<b>X15</b>	<b>Limitation of the Contractor's liability for his design to reasonable skill &amp; care</b>	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
<b>X16</b>	<b>Retention (not used with Option F)</b>		
X16.1	The <i>retention free amount</i> is	<b>R Cost of Smart Meters, Preliminaries and General, Transport</b>	
	The <i>retention percentage</i> is	<b>5%</b>	
<b>X17</b>	<b>Low performance damages</b>		
X17.1	The amounts for low performance damages are:	<b>Amount</b>  <b>0,5% of PO value per day</b>	<b>Performance level</b>  <b>Agreed quantity of Smart meters installed per day</b>
<b>X18</b>	<b>Limitation of liability</b>		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Total of Purchase Order Values (zero Rand)</b>	
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:	<b>the amount of the deductibles relevant to the event. Refer to Annexure A for Deductibles</b>	
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	<b>The greater of</b> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) <b>plus the applicable deductible as at contract date.</b></li> </ul>	
X18.4	The <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:	<b>the total of all the P Purchase Order issued other than for the additional excluded matters.</b>  <b>The Contractor's total liability for the additional</b>	

excluded matters is not limited.

The additional excluded matters are amounts for which the *Contractor* is liable under this contract for

- Defects due to his design which arise before the Defects Certificate is issued,
- Defects due to manufacture and fabrication outside the Site,
- loss of or damage to property (other than the *works*, Plant and Materials),
- death of or injury to a person and
- infringement of an intellectual property right.

X18.5 The *end of liability date* is

(i) **5** years after the *defects date* 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 *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractor or the Subcontractor's employees,
- Corrupt Action** means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
- Fraudulent Action** means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
- Obstructive Action** means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
- Prohibited Action** means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z12.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

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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**

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

**Z 13.2**

**Replace core clause 87 with the following:**

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

**INSURANCE TABLE B**

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

**Z14 Nuclear Liability**

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

**Z15 Asbestos**

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive

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actions is required in order to control asbestos exposure to prevent exceeding the OEL.

<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
<b>Standard</b>	means the <i>Employer's Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.</i>
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

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

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

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

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

Z15.6 The *Contractor* continues to Provide the Services, without additional control measures

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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

#### Notes to a tendering contractor:

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

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

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

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

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is							
11.2(14)	The following matters will be included in the Risk Register							
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:							
31.1	The programme identified in the Contract Data is							
<b>B</b>	<b>Priced contract with bill of quantities</b>							
11.2(21)	The <i>bill of quantities</i> is in	<b>(in figures)</b>  <b>(in words), excluding VAT</b>						
11.2(31)	The tendered total of the Prices is							
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).</i>						
<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>						
41 in SSCC	The percentage for people overheads is:	%						
21 in SSCC	The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is	Minus      %						
22 in SSCC	The rates of other Equipment are:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Equipment</th> <th style="width: 20%;">Size or capacity</th> <th style="width: 20%;">Rate</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> <td></td> </tr> </tbody> </table>	Equipment	Size or capacity	Rate			
Equipment	Size or capacity	Rate						
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are  <b>Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates.</b>  <b>Please insert another schedule if foreign resources may also be used</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Category of employee</th> <th style="width: 30%;">Hourly rate</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"></td> <td></td> </tr> </tbody> </table>	Category of employee	Hourly rate				
Category of employee	Hourly rate							
62 in SSCC	The percentage for design overheads is	%						

<p>63 in SSCC</p>	<p>The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:</p>	
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## PART 2: PRICING DATA

### ECC3 Option B

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

## C2.1 Pricing assumptions: Option B

### How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
		(28) The Price for Work Done to Date is the total of
		<ul style="list-style-type: none"><li>• the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and</li><li>• a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</li></ul>
		Completed work is work without Defects which would either delay or be covered by immediately following work.
		(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

### Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

### Guidance before pricing and measuring

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

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

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

plus Fee is used.

## Measurement and payment

### Symbols

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

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

### General assumptions

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

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

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

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

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

## **Departures from the *method of measurement***

### **Amplification of or assumptions about measurement items**

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

## C2.2 the *bill of quantities*

Refer to Excel Spreadsheet

**NB: Supply the PRICED BOQ in EXCEL and / or PDF format**

## 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

### Description of the works

#### Executive overview

Supply, Delivery and Installation of Smart Meters to reduce number of customers affected by Load reduction which includes but not limited to:

- Conduct technical survey
  - Conduct pre-task planning
  - Remove rotten poles
  - Install new poles
  - Decommission broken kiosks and old fibre glass kiosks
  - Remove old plinth
  - Install new plinth where necessary
  - Install new meter kiosks
  - Install labels or Stencil kiosks
  - Decommission old split or basic meters
  - Install and commission new smart meters
  - Remove faulty cables
  - Install new cable
  - Make terminations
  - Make cable joints
  - Implement bulletin as and when required
  - Label new meter with customer stand number
  - Install Data Concentrators
  - Record DC IP Address and transformer label
  - Submit DC data electronically
  - Collect customer data and network data
  - Capture Meter Movement Form (MMF)
  - Submit customer and network data electronically
  - Complete installation sheet (IC Sheet)
  - Conduct re-instatement of pavements, concrete, grass, paving and tar as and when needed
  - Remove or clear excess rubble including removed plinths
  - Scrap old, dismantled material (*i.e. Kiosks, poles,*)
  - Return replaced faulty cable, circuit breakers and old meters back to CNC

Contractors are expected to purchase meters from TEAP listed suppliers.

BASIC LIST OF REQUIRED INSTALLATION MATERIAL <b>SAP Number</b>	Material Description
0168279	Gland.cable:adjustable;no 2;brs ni pltd
0168280	Gland.cable:adjustable;no 3;brs ni pltd
0168575	Clamp.str wedge 35-50sq b/ntrl abc d3060
0168744	CLAMP.STRAIN O/H CONC 4/10mm CABLE D3067
0171268	Cond elec:al;abc;1 kv;70 mm <sup>2</sup> ;xlpe;4c

0175797	Joint kit.2-4c 600/1000v 16-25 sq d8014
0175798	Joint kit.2-4c 600/1000v 35-50 sq d8014
0175799	Joint kit.2-4c 600/1000v 70-95 sq d8014
0175800	Joint kit.2-4c 600/1000v 120-150sq d8014
0175859	Gland.cable:adjustable;no 5;brs ni pltd
0175871	Lug. Crimp cu 350sqxm12 f/h d3102
0175872	Lug. Crimp cu 500sqxm12 f/h d3102
0180205	Ferrule.crimp cu 35sq d8020
0187151	Padlock:master stl restr-a orange gou
0400641	Cable elect:1 kv;4c;cu;70 mm2;stl wire
0403353	Cable elect:1 kv;4c;cu;50 mm2;stl wire
0403461	Gland.cable:adjustable;no 4;brs ni pltd
0404422	Lug. Crimp cu 700sqxm12 f/h d3102
0404766	Cable elect:1 kv;4c;cu;16 mm2;stl wire
0404767	Cable elect:1 kv;4c;cu;25 mm2;stl wire
0569536	Ksk mtr:1ph;14 kva;4 way secure
0569545	Ksk mtr:1ph;14 kva;4 way pm
0569546	Ksk mtr:1ph;14 kva;6 way pm
0571155	Ksk mtr:3ph;0 kva;dc secure pole mount
0615215	Ksk mtr:1ph;16 kva;8 way prepay
0615216	Ksk mtr:1ph;16 kva;12 way prepay
0632881	Cable.elect:1000 v ;tcu gsw;6 mm2
0632881	Cable.elect:1000 v ;tcu gsw;6 mm2
<b>Above listed material shall comply with Eskom specification as provided.</b>	

#### Supplier Performance Management, Monitoring and Evaluations

Supplier Performance Monitoring shall be discussed at each progress meeting and Evaluation rating shall also be done.

#### **Employer's objectives and purpose of the works**

Eskom Distribution has embarked on the rollout of smart meters with an intent to normalize sales, reduce zero buyers as well as reducing the number of customers that are on load reduction. The supply and installation of meters must meet these objectives.

The Contractor will do a site visit with the Eskom project representatives and verify the scope of work to be executed as agreed or in the relevant design package, assess the Site conditions, the Project Specific SHEQ requirements and SD&L requirements before the quotation for the works is finalised. The Project Manager will then request a quotation from the Contractor for the execution of the works as verified. The quotation must be submitted to the Project Manager by the Contractor within 5 days. The Project Manager will request

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the Quantity Surveyor to verify the quotation for correctness and confirm the cost according to the agreed negotiated rates.

Should the quotation require adjustment, the Project Manager will request the allocated Contractor to amend the quotation. Once the quotation has been accepted by Eskom, the Project Manager will issue the allocated Contractor with a Purchase Order for the project which will contain a Purchase Order Number.

No work may commence on a project unless the Purchase Order has been issued, the Contractor Safety File has been approved by Eskom, the 37(2) agreements has been signed and Site Access has been granted to the allocated Contractor. Eskom will not be liable to pay for any work unless a valid Purchase Order Number has been issued.

The *Contractor* is to submit the Project Specific Safety File within seven days upon being requested to do so by the Project Manager for approval by Eskom. The Safety File is to conform to all Eskom and OHS requirements. Should there be a need to rectify the safety file an additional opportunity will be granted to conform to the recommendations made by the Eskom SHE representative and must be resubmitted within seven days for approval. Should the Project Specific Safety File fail upon resubmission the works will be allocated to another Contractor.

The *Contractor* will compile a Risk Register as per the terms and conditions of the ECC for discussion at regular Risk Reduction Meetings or as per agreement with the Project Manager.

It is expected from the *Contractor* to do the whole of the work as per timeframe set in agreed Program of the Works.

The *Contractor* will be responsible for the collection and transporting of all necessary material from any and/or all Eskom warehouses and delivery of the material to site as well as return any material to Eskom stores from the site upon instruction from the Project Manager. Payments will be made based on the distance from the site to the relevant Eskom store and back to site.

Minimum recommended working hours to be observed site are from 07h30 to 16h00.

The *Contractor* is to ensure that all required documentation prescribed by Law is kept on file at the site office. All OHS and Construction Regulation requirements are to be adhered to by the contractor.

The *Contractor* will also ensure that all plant and equipment dedicated to the project will not be removed from site until there is no use for the intended plant and equipment. No moving of plant and equipment between projects will be allowed as it will have impact on completion of the project and lead to delays in completion.

The Contractor is to ensure that all Site Managers are competent and trained in the use of the ECC and are fully conversant and familiar with the usage and procedures thereof. Adherence to the terms and conditions of the ECC are essential and a requirement of all Contractor Site Managers dedicated to each project as per the Construction Regulations.

Payment Assessments will only be done for work done to date. Records of defined costs are to be kept on file on site whereby the Project Manager always has access to this file.

## Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
OBL	Outside battery limits

TBC	To be communicated
TBA	To be agreed
ACAR	Annual Construction All Risk

## Management and start up.

### 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 __friday____ at _TBA__	TBC	<i>Employer, Contractor, Supervisor,</i>
Overall contract progress and feedback	Bi-weekly on __friday____ at _TBA__	TBC	<i>Employer, Contractor, Supervisor, and ____</i>

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

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

### Documentation control

All contractual communications will be in the form of properly compiled letters or forms. Documents will be saved in a chronological order.

### Health and safety risk management

The *Contractor* shall comply with the health and safety requirements attached in the Tender Enquiry.

### Environmental constraints and management

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

### Quality assurance requirements

Refer to the Quality Requirements attached in the Tender Enquiry.

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

To be updated with the Contractor's organogram

### 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)

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

### Insurance provided by the *Employer*

Refer to ACAR policy

## **Contract change management**

All compensation events Notified and Accepted shall be done on standard forms. Compensation Events shall also follow the Eskom Governance processes for Approval.

## **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.

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

The contractor will keep records of the documents for compensation events and allow the Project Manager access to those records when required.

## **Engineering and the Contractor's design**

### ***Employer's design***

The Employer provides design for the MV and LV Network. The design for the SMART meters are as according to the TEAP list.

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

Not Applicable

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

Not Applicable

### **Other requirements of the Contractor's design**

Not Applicable

### **Use of Contractor's design**

Not Applicable

## **Design of Equipment**

Not applicable

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

Refer to Technical Requirements

## **Procurement**

### **People**

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

Refer to SHE specifications and SDL & I requirements

#### **BBBEE and preferencing scheme**

In this contract the preference will be given to suppliers that are Black Owned and has a B-BBEE Level of 1 to 3 as per Eskom's preference.

The existing Panellists members shall maintain or improve upon their current B-BBEE level to level 1-3 during the life contract. The Panellists members that are less than 51% BO will also improve on the Black Ownership of the companies/institutions as per Eskom preference (if applicable), for future business relationship with Eskom. The Panellists members will be required to submit a new certificate should ownership of the company change during the life of the contract.

#### **Supplier Development Industrialisation and Localisation**

Refer to attached SDL & I Requirements

## **Subcontracting**

### **Preferred subcontractors**

Refer to SDL & I requirements and Schedule of Deviations

### **Subcontract documentation, and assessment of subcontract tenders**

All conditions pertaining to this NEC applies to the Subcontractors.

### **Limitations on subcontracting**

Refer to SDL & I requirements and Schedule of Deviations

### **Attendance on subcontractors**

The *Contractor* is responsible for performing on the provided scope of work as if he had not subcontracted. The appointed *Contractor* will also be liable to the *Subcontractors'* employees, as he legally and liable to this contract.

## **Plant and Materials**

### **Quality**

Refer to Technical Specifications. A product that is defective must be replaced by a new one.

SUPPLY, DELIVERY AND INSTALLATION OF SMART METERS TO REDUCE THE NUMBER OF CUSTOMERS AFFECTED BY LOAD REDUCTION FOR A PERIOD OF 1 (ONE) YEAR ON AN AS AND WHEN REQUIRED BASIS.

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

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

Contractor will plan and arrange with the Project Manager to collect material to be supplied by Eskom.

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

The contractor is to codify, deliver and store the material according to Technical Specification.

The *Employer* may require warranties from suppliers to be in favour of the *Employer* and not just to the *Contractor* during the life of the contract.

Vendor data information will comply to the Eskom Technical Requirements.

### **Tests and inspections before delivery**

Material must fulfil the TEAP requirements, included in the Technical Requirements.

### **Marking Plant and Materials outside the Working Areas**

### **Cataloguing requirements by the *Contractor***

## **Construction**

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

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

Refer to attached Eskom SHE requirements/Specifications

#### **Restrictions to access on Site, roads, walkways and barricades**

Refer to attached Eskom SHE requirements/Specifications

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

Refer to attached SHE requirements/Specifications

#### **Title to materials from demolition and excavation**

Contractor has no such title.

#### **Cooperating with and obtaining acceptance of Others**

The *Contractor* shall co-operate with property owners before performing work on Eskom Servitude. The *Contractor* should obtain acceptance before the work commences.

#### **Publicity and progress photographs**

Progress Photographs are to be sent to the Project Manager

#### ***Contractor's* Equipment**

Refer to Eskom SHE Requirement/Specifications

#### **Equipment provided by the *Employer***

Not Applicable

#### **Site services and facilities**

The employer will not provide any services and facilities

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

Refer to Technical Requirements

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

This will be agreed a Project Scope level.

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

The *Contractor* and project manager will agree on the measures to be taken when working within other services and this will be agreed accordingly in the Project Specific Scope.

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

*Contractor* shall give the *Supervisor* timely written notice to assess the excavations before work is covered up.

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

**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.

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

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

As per TEAP

**Commissioning**

The contractor will carry out the following in order to commission the meters

- Label new meter with customer stand number
- Install Data Concentrators
- Record DC IP Address and transformer label
- Submit DC data electronically
- Collect customer data and network data
- Capture Meter Movement Form (MMF)
- Submit customer and network data electronically
- Complete installation sheet (IC Sheet)
- Conduct re-instatement of pavements, concrete,

Thereafter the meter must be on CCNB and it must be visible on the Head End System

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

SHE specification will be followed

**Performance tests after Completion**

The meter must be on CCNB and it must be visible on the Head End System

**Plant and Materials standards and workmanship**

**Investigation, survey and Site clearance**

Contractor will be required to carry out a Technical Survey.

**List of drawings**

**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
		TBC



Annexure

**To whom it may concern****This letter serves to confirm the insurance cover as follows:**

**Insurer** : ESCAP SOC Ltd

**Insured** : Eskom Holdings SOC Ltd

**Additional Insureds** : Entities dictated by financial or operational interest of the Insured, each for their respective rights and interest

All contractors undertaking work for or on behalf of the Named Insured but only in respect of the execution of any contract(s) (the "Contracts") between the contractor and Named Insured (it being understood that where the Named Insured undertakes the work they shall be deemed to be the "Contractor" provided that their rights hereunder shall not exceed the rights of any independent contractor working on behalf of the Named Insured)

(hereinafter called the "Contractor").

All subcontractors employed by the Contractor and all other subcontractors (whether nominated or otherwise engaged but only in respect of the fulfilment of the contract(s)) (hereinafter called the "Subcontractor") for their respective rights and interests.

Any reference to Insured in this Policy shall apply to the Named Insured and where applicable the Additional Insured listed above. Cover in respect of contractors and subcontractors shall only be provided to the extent that the Named Insured undertakes in the contracts with the Additional Insured between the Named Insured and Contractor and/or Subcontractor to provide the

**ESCAP SOC Ltd**

Maxwell Drive Megawatt Park Sunninghill Sandton  
PO Box 1091 Johannesburg 2000 SA

Insurance coverage found in this policy (hereinafter called the “Insurance Cover”) for such parties

- Policy name** : Annual Construction All Risks
- Period of insurance** : 01 April 2025 – 31 March 2026
- Policy limit** : **Section I - Contract Works:**  
Actual contract works project value of up to **R 1 billion and 60 months at inception**, thereafter unlimited in value and project time up to completion.
- Section II - Contract Works Public Liability:**  
**R25 million**, any occurrence or series of occurrences arising out of one event
- Policy coverage** : Direct physical loss of or damage to any part of the Works and property insured including while in transit or at storage, including third party liability.

**Policy deductibles** : As per table below

Deductible	Division / Coverage
<b>Section I – Contract Works</b>	
R 500,000	Physical Damage to Property
R10 000 000	Transmission – Theft and Vandalism
R 5,000,000	Distribution - Theft & Vandalism
R1 000 000	Eskom Rotek Industries – Theft and Vandalism
R 50,000	Debris Removal
R 50,000	Debris Removal (No Damage)
R 25,000	Borrowing of plant for commission purposes
R 1,000	Documentation
<b>Section II – Contractors’ Public Liability</b>	
R 50,000	Damage resulting from Fire and Spread of Fire
R 20,000	All other losses


Escap SOC Ltd Reg No 1993/003340/30

Note:

Cover is only limited to projects declared for the insurance period stipulated above and as verified and finalised by the Insurer.

Should you have any queries, please contact the Insurer at [MmutleM@eskom.co.za](mailto:MmutleM@eskom.co.za)

Yours sincerely



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Moreti Tumelo Mphahlele

Escap SOC Ltd – Underwriting

Date: 01 April 2025

