



NEC3 Engineering & Construction Contract

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

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

for **66kV and 132kV Feeder and Cable, Maintenance and
Breakdown Contract in the Western Cape Operating
Unit.**

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

**Documentation
prepared by:**

Nolan Ockhuis

ENQUIRY NUMBER: WC1003TP

CONTRACT No: 46000

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 <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[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:

66kV and 132kV Feeder and Cable, Maintenance and Breakdown Contract in the Western Cape Operating Unit

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

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

Options A B, C or D	The offered total of the Prices exclusive of VAT is	R [•]
Option E or F	The first forecast of the total Defined Cost plus the Fee 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*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
		B: Priced contract with bill of quantities
		C: Target contract with activity schedule
		D: Target contract with bill of quantities
		E: Cost reimbursable contract
		F: Management contract
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X4: Parent company guarantee
		X5: Sectional Completion
		X6: Bonus for early Completion
		X7: Delay damages
		X12: Partnering
		X13: Performance Bond
		X14: Advance payment to the <i>Contractor</i>
		X15: Limitation of <i>Contractor's</i> liability for design to reasonable skill and care
		X16: Retention
		X17: Low performance damages
		X18: Limitation of liability
		X20: Key performance indicators
		Z: <i>Additional conditions of contract</i>

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)	Nolan Ockhuis
	Address	60 Voortrekker Road, Bellville
	Tel	021 915 2828
	Fax	086 665 4194
	e-mail	ockhuin@eskom.co.za
10.1	The <i>Supervisor</i> is: (Name)	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
11.2(13)	The <i>works</i> are	66kV and 132kV Feeder and Cable, Maintenance and Breakdown Contract in the Western Cape Operating Unit
11.2(14)	The following matters will be included in the Risk Register	[•]
11.2(15)	The <i>boundaries of the site</i> are	Eskom Distribution Western Cape Operating Unit (Geographically, the entire Western Cape Province)
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	24 Hours during construction otherwise 2 weeks
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	31 July 2025

11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 [•]	[•]
		2 [•]	[•]
		3 [•]	[•]
30.1	The <i>access dates</i> are:	Part of the Site	Date
		1 [•]	[•]
		2 [•]	[•]
		3 [•]	[•]
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	[•] weeks of the Contract Date.	
31.2	The <i>starting date</i> is	01 August 2022	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	[No data needed if this statement is included]	

4 Testing and Defects

42.2	The <i>defects date</i> is	52 weeks after Completion
43.2	The <i>defect correction period</i> is	2 weeks, unless the defects has caused an interruption of supply in which case the defects correction period is 24 hours from notification



Payment

50.1	The <i>assessment interval</i> is	On the day of the construction or as soon as possible thereafter
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	14 days after invoice submittal
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 and (ii) the LIBOR rate applicable at the time for amounts due in other currencies. LIBOR is the 6 month London Interbank Offered Rate quoted under the caption "Money Rates" in The Wall Street Journal for the applicable currency or if

no rate is quoted for the currency in question then the rate for United States Dollars, and if no such rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

6	Compensation events	
60.1(13)	The place where weather is to be recorded is: The <i>weather measurements</i> to be recorded for each calendar month are, The <i>weather measurements</i> are supplied by The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: and which are available from:	[•] the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 09:00 hours South African Time and these measurements: [•] [•] the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Employer</i>
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:	As stated in Annexure A to this Contract Data provided by the <i>Employer</i>. Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.
7	Title	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.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. [•] 2. [•] 3. [•]

84.1	The <i>Employer</i> provides these insurances from the Insurance Table	as stated for “Format A” / “Format B” / “Format Dx” {choose the applicable format then delete the others and delete this note} available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure B for basic guidance)
84.1	The <i>Employer</i> provides these additional insurances	as stated for “Format A” / “Format B” / “Format Dx” {choose the applicable format then delete the others and delete this note} available on http://www.eskom.co.za/Tenders/InsurancePoliciesProcedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx (See Annexure B for basic guidance)
84.1	The <i>Contractor</i> provides these additional insurances:	[•]
84.2	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of	[•]
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, 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 for any one event is	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> .
84.2	The minimum limit of indemnity for insurance in respect of 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 for any one event is	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
9	Termination	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.
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 italics are identified elsewhere in this Contract Data.
B	Priced contract with bill of quantities	
60.6	The <i>method of measurement</i> is	[•] published by [•] and amended as stated in Part C2.1, Pricing Assumptions.
C	Target contract with activity schedule	
20.4	The <i>Contractor</i> prepares forecasts of Defined Cost for the <i>works</i> at intervals no longer than	[•]weeks.

50.6	The <i>exchange rates</i> are those published in [●] on [●] (date).		
53.1	The <i>Contractor's share percentages</i> and the <i>share ranges</i> are	share range less than [●] % from [●]% to [●]% from [●] to [●]% greater than [●]%	Contractor's share percentage [●]% [●]% [●]% [●]%
D	Target contract with bill of quantities		
20.4	The <i>Contractor</i> prepares forecasts of Defined Cost for the <i>works</i> at intervals no longer than [●] weeks.		
50.6	The <i>exchange rates</i> are those published in [●] on [●] (date).		
53.1	The <i>Contractor's share percentages</i> and the <i>share ranges</i> are	share range less than [●]% from [●]% to [●]% from [●] to [●]% greater than [●]%	Contractor's share percentage [●]% [●]% [●]% [●]%
60.6	The <i>method of measurement</i> is	[●] published by [●] and amended as stated in Part C2.1 Pricing Assumptions.	
E	Cost reimbursable contract		
20.4	The <i>Contractor</i> prepares forecasts of Defined Cost for the <i>works</i> at intervals no longer than [●] weeks.		
50.7	The <i>exchange rates</i> are those published in [●] on [●] (date).		
F	Management contract		
20.4	The <i>Contractor</i> prepares forecasts of Defined Cost for the <i>works</i> at intervals no longer than [●] weeks.		
50.7	The <i>exchange rates</i> are those published in [●] on [●] (date).		
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 Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).	

Address	[•]
Tel No.	[•]
Fax No.	[•]
e-mail	[•]

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	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	[•].		
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. [•]	[•]	[•]
		[•]	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.			
X3	Multiple currencies			
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	Items & activities	Other currency	Maximum payment in other

X3.1	The <i>exchange rates</i> are those published in	[•]	[•]	currency
		[•]	[•]	[•]
		[•]	[•]	[•]
		[•]	[•]	[•]
		[•] on [•] (date)		
The items & activities will be paid in the other currency - to a foreign Bank account nominated by the <i>Contractor</i> - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the <i>Employer</i> before the Contract Date . (select one of the three methods as agreed with successful tenderer and delete the others and this note)				
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.		
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date
		1	[•]	[•]
		2	[•]	[•]
		3	[•]	[•]
X5 & X6	Sectional Completion and bonus for early Completion used together			
X6.1 X5.1	The bonuses for early Completion of the <i>sections</i> of the <i>works</i> are:	section	Description	Amount per day
		1	[•]	R[•]
		2	[•]	R[•]
		3	[•]	R[•]
	Remainder of the <i>works</i>			R[•]
X5 & X7	Sectional Completion and delay damages used together			
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	section	Description	Amount per day
		1	[•]	R[•]
		2	[•]	R[•]
		3	[•]	R[•]

	Remainder of the <i>works</i>		R[•]
	The total delay damages payable by the <i>Contractor</i> does not exceed:	R [•]	
X6	Bonus for early Completion (but not if Option X5 is also used)		
X6.1	The bonus for early Completion of the whole of the <i>works</i> is	[•] per day	
X7	Delay damages (but not if Option X5 is also used)		
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R[•] per day up to a limit of R[•]	
X12	Partnering		
X12.1(1)	The <i>Client</i> is (Name)	[•]	
	Address	[•]	
	Tel	[•]	
	Fax	[•]	
X12.2(1)	The <i>Client's</i> objective is.	[•]	
X12.1(4)	The Partnering Information is in	[•]	
X13	Performance bond		
X13.1	The amount of the performance bond is	R[•].	
X14	Advanced payment to the <i>Contractor</i>		
X14.1	The amount of the advanced payment is	R[•].	
X14.2	An advanced payment bond	is required.	
X14.3	The <i>Contractor</i> repays the instalments in assessments starting not less than	[•] weeks after the Contract Date.	
X14.3	The instalments are	R[•] (either an amount or a percentage of the payment otherwise due)	
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill & care	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X16	Retention (not used with Option F)		
X16.1	The <i>retention free amount</i> is	R[•].	
	The <i>retention percentage</i> is	[•]%	
X17	Low performance damages		
X17.1	The amounts for low performance damages are:	Amount	Performance level
		R [•]	for [•]
		R [•]	for [•]

		R [●]	for [●]
		R [●]	for [●]
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 described in the insurance policy format selected in the data for clause 84.1 above, which policy is available on http://www.eskom.co.za/Tenders/InsurancePolicies/Procedures/Pages/EIMS_Policies_From_1_April_2014_To_31_March_2015.aspx	
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 • 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 R15M first amount payable in terms of the <i>Employer's</i> assets policy.	
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 • 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) [●] 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 <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, 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.

X20	Key Performance Indicators (not used when Option X12 applies)	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Annexure [●] to this Contract Data
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	[●] months
Z	The <i>Additional conditions of contract</i> are	Z1 to Z12 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> 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 <i>Contractor</i> 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 <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Project Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.	
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Project Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Project Manager</i> .	
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> 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	Ethics
-----------	---------------

- Z4.1 Any offer, payment, consideration, or benefit of any kind made by the *Contractor*, which constitutes or could be construed either directly or indirectly as an illegal or corrupt practice, as an inducement or reward for the award or in execution of this contract constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action).

- Z4.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Works if the *Contractor* (or any member of the *Contractor* where the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations) is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices.

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

- Z4.3 Notwithstanding the provisions of core clause 90.2, the procedures on termination in terms of this clause are P1, P2 and P3 as stated in the core clause 92 and the amount due is A1 and A3 as stated in core clause 93.

Z5	Confidentiality
-----------	------------------------

- Z5.1 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.

- Z5.2 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*.

- Z5.3 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.

- Z5.4 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*.

- Z5.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z6	Waiver and estoppel: Add to core clause 12.3:
Z6.1	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> 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.
Z7	Health, safety and the environment: Add to core clause 27.4
Z7.1	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>works</i>. Without limitation the <i>Contractor</i>: • accepts that the <i>Employer</i> 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 <i>works</i>; and • undertakes, in and about the execution of the <i>works</i>, 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z7.2	The <i>Contractor</i> , in and about the execution of the <i>works</i> , 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z8	Provision of a Tax Invoice and interest. Add to core clause 51
Z8.1	Within one week of receiving a payment certificate from the <i>Project Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer’s</i> procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.
Z8.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> 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 <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z8.3	The <i>Contractor</i> (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 <i>Employer’s</i> VAT number 4740101508 on each invoice he submits for payment.
Z9	Notifying compensation events
Z9.1	Delete from the last sentence in core clause 61.3, “unless the <i>Project Manager</i> should have notified the event to the <i>Contractor</i> but did not”.

Z10	<i>Employer's limitation of liability</i>
Z10.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z10.2	The <i>Contractor's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the <i>Employer's</i> liability under the indemnity is limited.
Z11	Termination: Add to core clause 91.1, at the second main bullet point, fourth sub-bullet point, after the words "against it":
Z11.1	or had a business rescue order granted against it.
Z12	Addition to secondary Option X7 Delay damages (if applicable in this contract)
Z12.1	If the amount due for the <i>Contractor's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the <i>Employer</i> may terminate the <i>Contractor's</i> 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.

Annexure A: One-in-ten-year-return *weather data* obtained from SA Weather Bureau for [weather station]

If any one of these *weather measurements* recorded within a calendar month, before the Completion Date for the whole of the *works* and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the *Contractor* may notify a compensation event.

	<i>Weather measurement</i>				
Month	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[•]	[•]	[•]	[•]	
February	[•]	[•]	[•]	[•]	
March	[•]	[•]	[•]	[•]	
April	[•]	[•]	[•]	[•]	
May	[•]	[•]	[•]	[•]	
June	[•]	[•]	[•]	[•]	
July	[•]	[•]	[•]	[•]	
August	[•]	[•]	[•]	[•]	
September	[•]	[•]	[•]	[•]	
October	[•]	[•]	[•]	[•]	
November	[•]	[•]	[•]	[•]	
December	[•]	[•]	[•]	[•]	

Only the difference between the more adverse recorded weather and the equivalent measurement given above is taken into account in assessing a compensation event.

Annexure B: Insurance provided by the Employer

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

1. For the purpose of works contracts, insurance provided by Eskom (the *Employer*) has been arranged on the basis of “project” or “contract” value, where the value is the total of the Prices at Completion of the whole of the works including VAT.

A “project” is a collection of contracts or work packages to be undertaken as part of a single identified capital expansion or refurbishment of a particular asset or facility.

A “contract” is a single contract not linked to or being part of a “project”.

2. For ECC3 there are three main “formats” of cover and deductible structure; Format A, Format B and Format Dx.

Format A is for a project or contract value less than or equal to R350M (three hundred and fifty million Rand) inclusive of VAT.

Format B is for a project or contract value greater than R350M (three hundred and fifty million Rand) inclusive of VAT.

In the case of contracts / packages within a project:

- For a contract / package of R50M which is part of a R400M project, Format B will apply
- For a contract / package of R250M which is part of a R6 billion project, Format B will apply;
- For a contract / package of R120M which is part of a R350M project Format A will apply;

For a contract which is not part of a project the same limits apply:

- For a contract of R50M, Format A will apply
- For a contract of R355M, Format B will apply.

Format Dx applies only to Distribution Division projects and contracts. If a Distribution Division project or contract exceeds the Format A limit, the Eskom Insurance Management Services [EIMS] need to be contacted for advice on how to formulate the insurance cover. Cover and deductibles for Distribution Division are per the relevant policy available on the internet web link given below.

Format A generally applies to Transmission Division projects and contracts. If a Transmission Division project or contract exceeds the Format A limit, the Eskom Insurance Management Services [EIMS] need to be contacted for advice on how to formulate the insurance cover.

3. Tendering contractors should note that cover provided by the *Employer* is only per the policies available on the internet web link listed below and may not be the cover required by the tendering contractor or as intended by each of the listed insurances in the left hand column of the Insurance Table in clause 84.2. In terms of clause 84.1 “the *Contractor* provides the insurances stated in the Insurance Table except any insurance which the *Employer* is to provide”. Hence the *Contractor* provides insurance which the *Employer* does not provide and in cases where the *Employer* does provide insurance the *Contractor* insures for the difference between what the Insurance Table requires and what the *Employer* provides.
4. When the Marine Insurance is required the *Contractor* needs to obtain a copy of the latest edition of Eskom’s Marine Policies Procedures found at internet website given below.
5. **Further information and full details of all Eskom provided policies and procedures may be obtained from:**

http://www.eskom.co.za/live/content.php?Item_ID=9248

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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:	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	

11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
B	Priced contract with bill of quantities			
11.2(21) 11.2(31)	The <i>bill of quantities</i> is in The tendered total of the Prices is	(in figures) (in words), excluding VAT		
C	Target contract with activity schedule			
11.2(20) 11.2(30)	The <i>activity schedule</i> is in The tendered total of the Prices is	(in figures) (in words), excluding VAT		
D	Target contract with bill of quantities			
11.2(21) 11.2(31)	The <i>bill of quantities</i> is in The tendered total of the Prices is	(in figures) (in words), excluding VAT		
F	Management contract			
20.2	Work which the <i>Contractor's</i> will do himself is	Activity	price (lump sum or rate)	
	Data for Schedules of Cost Components	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).		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
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:	Equipment	Size or capacity	Rate

61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates. Please insert another schedule if foreign resources may also be used	Category of employee		Hourly rate
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			
	If Option C, D or E is used	Data for Schedule of Cost Components		
23 in SCC	The listed items of Equipment purchased for work on this contract, with an on cost charge, are:	Equipment	Time related charge	Per (time period)
24 in SCC	The rates of special Equipment are:	Equipment	Size or capacity	Rate
44 in SCC	The percentage for Working Areas overheads is:	: %		
51 in SCC	The hourly rates for Defined Cost of manufacture or fabrication outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates Please insert another schedule if foreign resources may also be used	Category of employee		Hourly rate
52 in SCC	The percentage for manufacture and fabrication overheads is	%		
	If Option C, D, or E is used	Data for both schedules of cost components		
61 in SCC & SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates. Please insert another schedule if foreign resources may also be used	Category of employee		Hourly rate

62 in SCC & SSCC	The percentage for design overheads is	%		
63 in SCC & SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the <i>works</i> and Equipment done outside the Working Areas are:			
	If Option C, D or E is used	Data for the Shorter Schedule of Cost Components		
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	%		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

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

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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

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

C2.2 Price List

The Price List is as follows / contained in the 66kV and 132kV Feeder and Cable, Maintenance and Breakdown Contract in the Western Cape Operating Unit

ITEM	DESCRIPTION	UNIT	UNIT PRICE
A1.1	Site Establishment: >150 km Radius (See Note A in Clarification Sheet)	each	
A1.2	LDV per km	km	
A1.3	Truck per km	km	
A1.4	Compressor	per day	
A1.5	Digger Loader	per day	
A1.6	Rock Drill	per day	
A1.7	Health and Safety	Fixed %	
A1.8	Accommodation (See Note B in Clarification Sheet)	per person	
A1.9	Stand-by Allowance Mondays - Fridays (after hours) (See Note C in Clarification Sheet)	Per shift	
A1.10	Stand-by Allowance Weekends & Public Holidays (See Note C in Clarification Sheet)	Per Shift	

A1.11	Cellphone Allowance (See Note C in Clarification Sheet)	Month	
A1.12	String squirrel, fox, mink, acasia, pine, ACC (Includes all activities)	3 phase linear km	
A1.13	String hare, greased oak (Includes all activities)	3 phase linear km	
A1.14	String CHIKADEE conductor (Includes all activities)	3 phase linear km	
A1.15	Removal of conductors on 66kV/132kV (Damaged or to replace with new and includes guard/Earth Wire where applicable)	linear m	
A1.16	Laying of 66kV/132kV Cables (Includes laying the cables, the danger tape and closing the trench - Depth approximately 1m)	linear m	
A1.17	Digging of trenches for 66kV/132kV Cables (Depth approximately 1m)	linear m	
A1.18	Dig Holes: Poles and Stays	each	
A1.19	Hole auger / drilling	each	
A1.20	Foundation for 66kV/132kV Monopole (Includes digging and concrete All Activities)	each	
A1.21	Foundation for 66kV/132kV Lattice Tower (Includes digging and concrete All Activities)	each	
A1.22	66kV Single Core Termination - PAX Cable - Indoor	each	
A1.23	66kV Single Core Termination - PILC - Indoor	each	
A1.24	66kV Single Core Termination - Gas Insulated Cable - Indoor	each	
A1.25	66kV Single Core Termination - Oil Insulated Cable - Indoor	each	
A1.26	66kV Single Core Termination - PAX Cable - Outdoor	each	
A1.27	66kV Single Core Termination - PILC - Outdoor	each	
A1.28	66kV Single Core Termination - Gas Insulated Cable - Outdoor	each	
A1.29	66kV Single Core Termination - Oil Insulated Cable - Outdoor	each	
A1.30	66kV Single Core Joint - Pax Cable	each	
A1.31	66kV Single Core Joint - PILC	each	
A1.32	66kV Single Core Joint - Gas Insulated Cable	each	
A1.33	66kV Single Core Joint - Oil insulated Cable	each	
A1.34	66kV 3 Phase Joint - Pax Cable	each	
A1.35	66kV 3 Phase Joint - PILC	each	
A1.36	66kV 3 Phase Joint - Gas Insulated Cable	each	
A1.37	66kV 3 Phase Joint - Oil insulated Cable	each	
A1.38	132kV Single Core Termination - PAX Cable - Indoor	each	
A1.39	132kV Single Core Termination - PILC - Indoor	each	
A1.40	132kV Single Core Termination - Gas Insulated Cable - Indoor	each	
A1.41	132kV Single Core Termination - Oil Insulated Cable - Indoor	each	
A1.42	132kV Single Core Termination - PAX Cable - Outdoor	each	

A1.43	132kV Single Core Termination - PILC - Outdoor	each	
A1.44	132kV Single Core Termination - Gas Insulated Cable - Outdoor	each	
A1.45	132kV Single Core Termination - Oil Insulated Cable - Outdoor	each	
A1.46	132kV Single Core Joint - Pax Cable	each	
A1.47	132kV Single Core Joint - PILC	each	
A1.48	132kV Single Core Joint - Gas Insulated Cable	each	
A1.49	132kV Single Core Joint - Oil insulated Cable	each	
A1.50	132kV 3 Phase Joint - Pax Cable	each	
A1.51	132kV 3 Phase Joint - PILC	each	
A1.52	132kV 3 Phase Joint - Gas Insulated Cable	each	
A1.53	132kV 3 Phase Joint - Oil insulated Cable	each	
A1.54	Planting or Removing Wooden Pole	each	
A1.55	Demolishing/Removing 66kV/132kV Lattice Structure	each	
A1.56	Demolishing/Removing 66kV/132kV Monopole	each	
A1.57	Erect /Install 66kV/132kV Lattice Structure	each	
A1.58	Erect /Install 66kV/132kV Monopole	each	
A1.59	Demolishing 66kV/132kV Feeder - Woodpole (Including Guard/Earth Wire)	linear m	
A1.60	Demolishing 66kV/132kV Feeder - Monopole (Including Guard/Earth Wire)	linear m	
A1.61	Demolishing 66kV/132kV Feeder - Lattice Structure (Including Guard/Earth Wire)	linear m	
A1.62	Install Stay - include all hardware	each	
A1.63	Install wrapped Durapole fire protection covering (to D-DT-0051)	each	
A1.64	Tensioning of Stays (Includes the loosening and re-tensioning)	each	
A1.65	Replace insulators 66kV/132kv (Up to all Insulators on 1 Phase - Costing per phase)	each	
A1.66	Line Inspection (All Line Inspections shall be done as per 34-1441 - ROUTINE INSPECTION AND MAINTENANCE OF SUBTRANSMISSION AND DISTRIBUTION LINES. All lines inspection reports shall be accompanied by the inspectors Training certificate for Line Inspections.)	3 phase linear km	
	Special Events (See Note D in Task Order Clarification Sheet)		
B1.1	Labourer per hour (normal)	Hr	
B1.2	Labourer per hour (overtime)	Hr	
B1.3	Labourer per hour (Sunday)	Hr	
B1.4	Linesman per hour (normal)	Hr	

B1.5	Linesman per hour (overtime)	Hr	
B1.6	Linesman per hour (Sunday)	Hr	
B1.7	Supervisor per hour (normal)	Hr	
B1.8	Supervisor per hour (overtime)	Hr	
B1.9	Supervisor per hour (Sunday)	Hr	

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

CLARIFICATION SHEET

NOTE A: Site establishment will be done when material is not stored on ESKOM Premises and Contractor needs to have a site for the material to be stored safely for the duration of project. Agreement to be reached from Employer's Representative prior to site establishment.	NOTE B: A1.6 Accommodation: Accommodation for number of staff and number of nights needs written approval prior from Employer's Representative	NOTE C: A1.7 - Standby will only be allowed if contractor was called out for a fault after Hrs. and only staff that worked will be eligible for Standby Allowance. - Contractor will only be paid for standby if a written instruction was received from the Employer's Representative A1.8 Same principles as per A1.7 A1.9 Cell Phone allowance will only be paid to the Supervisor once per month if the Supervisor was called out after hours to repair a fault.	NOTE D: Special Events - These events need to be approved by the Contract Manager These events in Section D can only be used in the following circumstances - Outage/Work cancelled by Sector Manager on the day of the outage. - Contractor travelled to site prior to outage with agreement of Senior Supervisor/Head of Department and outage/Work is cancelled by Senior Supervisor/Head of Department - Work that was scheduled to be done could not be completed due to ESKOM that delayed/cancelled /changed the scope of work to be completed as per Task Order on the day of the scheduled work. - Should work be complicated and there is no provision in the activities for remuneration then ONLY the labour will apply, and the use of this section can be allowed with prior agreement of the Eskom Representative. This section cannot be used with the activity section except for A1.1, A1.2, A1.3, A1.4, A1.5, A1.7, A1.8, A1.9 and A1.10
--	--	---	--

PART 3: SCOPE OF WORK

Works Information

1 OVERVIEW

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

2 PLANNED MAINTENANCE

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

3 BREAKDOWN MAINTENANCE

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

4 AUTHORISATIONS AND WORK ALLOCATION:

- 4.1 The Employer's Task Order Allocation Committee (TOAC) will set criteria for allocation of work to Contractors for both planned and breakdown maintenance and allocate work according to these criteria.
- 4.2 The Contractor employee(s) must be trained and authorised for the WCOU according to the Employer's Operating Regulations for High Voltage Systems and / or Low Voltage Operating Regulations.
- 4.3 No work will be allocated to the Contractor without a valid WCOU authorisation for 66kV and 132kV.
- 4.4 The Employer will authorise the Contractor employee(s) after assessment according to the Employer's authorisation standards. The Contractor is responsible to ensure that authorisations remain valid for the duration of the contract.
- 4.5 Authorisations must be always available on site.
- 4.6 Authorisations are not transferable from one Contractor to another. An individual's authorisation expires when he leaves the employment of the Contractor and the individual must re-apply for authorisation when starting employment with a different Contractor.

4.7 The Employer reserves the right to allocate specialised works to the Contractor only once the Employer has satisfied itself that the Contractor is competent to perform such specialised works. The Employer reserves the right to decide what works are regarded as specialised.

4.8 If the Contractor declines to provide works allocated to the Contractor, the Contractor will provide reasons in writing for declining to perform the services.

5 PROVISION AND HANDLING OF MATERIAL

5.1 All material shall be supplied by the Employer's relevant CNC.

5.2 The transporting of all material including on and off-loading, handling on site, storage and safekeeping, reloading of unused excess materials, shall be the responsibility of, and carried out by the Contractor.

5.3 The Contractor is required to set up its own stores. The Employer will initially issue agreed volumes of material to the Contractor and the Contractor will place the Employer's material on stock in its own stores, separate from any other material that the Contractor might have.

5.4 The Employer's material in the Contractor's stores must be auditable on short notice, i.e. the Contractor is expected to maintain proper controls over the material.

5.5 The material issued by the Employer remains the property of the Employer and is covered by the Employer's insurance (as per the NEC document insurance clauses). The Contractor may not use the Employer's material for any purpose other than for providing the works as stipulated in this contract.

5.6 The Contractor will issue sufficient volumes of material to its teams to carry on the vehicles to provide an effective service but simultaneously minimise the risk in terms of theft or becoming a target for crime.

5.7 In the event of the Contractor running out of material after hours, the teams will be issued with material directly from the CNC's stores and the specific items will be reflected against materials issued to the Contractor's stores.

5.8 The Employer and the Contractor will on a quarterly basis reconcile material issued and material installed with stock on hand in the Contractor's store. The Contractor shall be invoiced at current prices for unaccounted material, which shall be settled by the Contractor within 14 calendar days of invoice date.

5.9 The Contractor shall store the Employer's material in such a way that it will not be damaged. In the event of material damage prior to installation, the Contractor shall return the damaged material to the relevant CNC store and the CNC will replace the material at the Contractor's expense. Invoicing for replaced material will be handled on the same basis as unaccounted material.

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

6 TOOLS AND EQUIPMENT

6.1 The Contractor shall provide its own tools and equipment as well as providing its own sundry / disposable items e.g., mutton cloth, hand cleaner, electrical cleaner, LP gas, insulation tape, etc. necessary to provide the works.

6.2 Each of the Contractor's teams shall be equipped with a full set of tools and equipment to effectively provide the works. The Contractor shall determine and provide all tools and equipment necessary to provide the works.

6.3 All tools and equipment must be made available for inspection at the request of the Employer's

Representative or his or her delegate.

- 6.4 All tools and equipment shall have valid calibration test certificates, electrical test certificates, Lifting Machinery Inspector inspection and test certificates and any other inspection and test records as may be applicable.

7 QUALITY AND PERFORMANCE

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

8 SAFETY, HEALTH AND ENVIRONMENTAL MANAGEMENT

- 8.1 The Safety, Health and Environmental requirements for the works is specified in Eskom Standard 32-136 (Contractor Health and Safety Requirements) and 240-73198174, which is the SHE Specification for this specific contract. The Contractor shall comply with the requirements in these documents.
- 8.2 The Contractor will further work according to all the Employer's other safety, health and environmental standards, procedures, specifications, and any other related documentation.
- 8.3 The Contractor is further informed that the condition of some equipment enclosures may be substandard, and that utmost care shall be taken when opening and closing the doors / covers.
- 8.4 The Contractor will come across illegal wiring on networks and shall regard such wiring as extremely dangerous at all times, not attempting removal thereof but reporting it to Eskom for removal if execution of work is hampered / restricted by it.
- 8.5 The Contractor shall observe and report to the relevant CNC any electrical plant that poses a safety risk to the employees or to the public. Examples are low hanging conductors that became detached from its normal suspended position, obvious signs of sparking on apparatus, open or damaged meter boxes, poles dangerously leaning over and poles / stay wires seriously damaged. The urgency of reporting to the Employer will depend on the perceived safety risk, e.g., conductors in abnormal position to be reported immediately.
- 8.6 The Contractor's employees shall reasonably guard any area where a serious safety risk is identified to prevent injury to employees or the public, until such time that the Employer can

address the problem.

- 8.7 The Contractor shall not accept liability or admit guilt on behalf of the Employer when incidents of damage to persons or property occur.
- 8.8 Damage to property / equipment because of the Contractor's negligence / incompetence / ignorance / substandard quality workmanship, shall be investigated by the Employer in conjunction with the Contractor. Claims arising from customers / public parties will initially be honored by Eskom, but afterwards recovered from the Contractor by Eskom. The Contractor is liable to Eskom for the full amount of the aforementioned claims.
- 8.9 The Contractor must immediately, after detecting any electrical contact, damage, or insurance claimable breakages, inform the relevant CNC and the Employer's Representative in order to investigate and register such an incident.

9 SECURITY

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

10 SUBCONTRACTING

- 10.1 The Contractor will not subcontract any work without the prior approval of the Employer's Representative or his delegate.
- 10.2 Subcontracting will only be allowed to the subcontractor declared at tender stage.
- 10.3 If the Contractor wants to change his declared subcontractor, he first needs to request approval for the new subcontractor from the Employer's Representative or his delegate.
- 10.4 The subcontractor shall meet and maintain the subcontracting requirements as set out in the Preferential Procurement Policy Framework Act (PPPFA) or any new legislation which may repeal and replace the PPPFA, and any standards as the Employer may publish from time to time.
- 10.5 A new subcontractor will be subject to an evaluation in terms of its compliance to the PPPFA and the Employer's requirements before being approved.

Site Information

1 SITE

- 1.1 The Contractor provides the works anywhere and at any of the Employer's Customer Network Centers (CNCs) in the Western Cape Operating Unit (WCOU) as required.
- 1.2 The networks to be maintained includes 66kV and 132kV bare overhead, insulated overhead and underground cable networks and its related equipment.
- 1.3 Outages will be required on the networks for works to be provided and the CNC and Contractor shall make all necessary arrangements and agree on start and end times and dates for access to the site.
- 1.4 The networks must first be isolated and earthed and a permit issued to the Contractor in terms of the applicable high or low voltage operating regulations before works can commence. The Contractor and CNC shall ensure that this is considered when planning start and end times for access to the site.
- 1.5 The terrain in some of the above areas can be difficult in terms of access by vehicle, i.e., mountainous terrain, loose sand, dense vegetation, informal dwellings, road crossings, etc.
- 1.6 The Contractor provides the works during any weather conditions, with a definite increase in service demand during inclement weather conditions.
- 1.7 Faults will generally be located by reference to an address or area description. GPS co-ordinates may also be available in some instances.
- 1.8 To assist the Contractor with locating a fault, maps and plans will be provided to the Contractor by the Employer wherever these are available.
- 1.9 In view of the nature of some customers' addresses, it is preferred that the Contractor employs persons who are familiar with the areas in which they are required to work.
- 1.10 For planned maintenance, the Contractor will make the necessary arrangements with the owners or tenants of the applicable premises to gain access to the site.
- 1.11 For breakdown maintenance, the Contractor and the Employer will agree on who will make the necessary arrangements with the owners or tenants of the applicable premises to gain access to the site.
- 1.12 The Contractor will at all times treat the Employer's customers and other landowners or tenants with respect and in an ethical manner.

Work to be performed

Constraints on how the *Contractor* Provides the Works

- a) All generating equipment and test instruments necessary for the proper testing of the works shall be supplied by the Contractor and equipment Test Certificates shall be submitted to Eskom prior to commencement of work.
- b) All services shown on the plans must be considered incomplete and must be verified by the Contractor. Damage to these services will be for the Contractor's account.
- c) Should existing services interfere with the provision of the works, the Contractor is required to inform the Employer's Representative prior to commencement of the project.
- d) The Contractor must comply with Eskom's national, provincial, and local environmental policies and legislation.
- e) The Contractor must accommodate the fact that sites may in places not be reached by any vehicle i.e., vineyards, crops, mountain slopes and rocks.
- f) Climate conditions not always favourable to work.
- g) Feeder Drawings / Servitude Drawings (to be obtained by the Contractor from the relevant CNC and / or Eskom Land Development Department)

4.1. Materials / services provided by Eskom

Site Services

- a) Eskom shall provide the necessary materials.
- b) Eskom will deliver the material to the CNC or agreed site.
- c) Eskom will switch out the line, provide control earths and return the line to service upon completion (unless operating is performed by an Authorised appointed operator).
- d) Staff accommodation is the responsibility of the Contractor for the Contractor's account.
- e) The Contractor shall provide all other services.

Material handling and control

The following applies to the handling and control of materials (as provided by Eskom) by the Contractor on sites provided by Eskom or the Contractor:

- f) All materials will be supplied by Eskom unless the Contractor is otherwise instructed by means of a site instruction.
- g) All material received shall be neatly stored on sites. Clearly defined areas to facilitate checking of quantities and quality are required. Receipt slips shall be forwarded to Eskom on collection and a record shall be kept on site of the total quantities of material received. Such records will be subject to audit by Eskom. Eskom will not be held responsible for any construction delays resulting from loss of material.
- h) Materials supplied by Eskom shall be collected from the central agreed site of storage as arranged by the Contractor.
- i) The Contractor may have to assist with resources for offloading and stacking of material.

General

- a) The Contractor will keep the Employer updated regarding any changes to employees which are involved in performing the service. This include providing the Employer with an up-to-date company organogram and proof of relevant training to perform the service.
- b) The Contractor will report the total number of employees and the total man-hours spent performing this service to the Employer monthly in a format as specified by the Employer from time to time.
- c) The Contractor's employees will always wear uniforms and use vehicles which are clearly marked with the Contractor's logo.
- d) Changes to the Functional Organisation Structure (FOS) (operational teams), are to be communicated with the Eskom Representative within 48 hours of the change effected. The Eskom Representative is not required to approve such changes but will however verify that the necessary expertise is maintained in the business to conduct operations safely and efficiently in terms of the specification.
- e) Where a Contractor from outside the Western Cape Operating Unit offers the service, the Contractor for the duration of the service is to establish a local office to ensure the effective management of resources and liaison with Eskom.
- f) The local office shall be equipped with facilities to ensure communication with its employees, Eskom, Eskom customers and Landowners.
- g) The local office will carry all the relevant documentation pertaining to the service complete with all legal and safety documentation including test certificates of equipment, and training records of employees.

PART 4: SITE INFORMATION

Document reference	Title	No of pages
C4	This cover page	1
	Site Information	
Total number of pages		

Invoicing and payment

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

Eskom Holdings SOC Limited
60 Voortrekker Road
BELLVILLE
7535

The Contractor includes the following information on each tax invoice:

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

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

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

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task by Task basis

Task Order No. [●] service .[●]

To: [●].....

..... (Contractor)

I propose to instruct you to carry out the following task:

Description [●]

Starting date [●]

Completion Date [●]

Delay damages per [•]
week

Please submit your price and programme proposals below.

Signed: _____ Date _____

(for *Employer*)

Total of Prices for items of work on the Price List
(details attached) R. _____

Total of Prices for items of work not on the Price List (details attached). R. _____

Total of the Prices for this Task Order R _____

The programme for the Task is [ref] (attached)

Signed: _____ Date _____

(for Contractor)

I accept the above price and programme and instruct you to carry out the Task

Signed: _____ Date: _____

(for *Employer*)