

C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X5: Sectional Completion
		X7: Delay damages
		X13: Performance Bond
		X16: Retention
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Project Manager</i> is: (Name)	Janine Jagers
	Address	
	Tel	
	Fax	
	e-mail	

10.1	The <i>Supervisor</i> is: (Name)	Thabang Liphoto												
	Address													
	Tel No.													
	Fax No.													
	e-mail													
11.2(13)	The works are	Design, supply, delivery, installation and commissioning of real time monitoring systems capable of monitoring geomagnetically induced current (GIC) and magnetic field (B-field) at selected Eskom sites, including training to the end user, over a duration of 10 months												
11.2(14)	The following matters will be included in the Risk Register	Contract placement delays Site access issues Issues and delays related to procurement of material impacting on costing and/or timeously delivery Environmental factors (weather conditions) Resource availability Strikes and/or protest action												
11.2(15)	The <i>boundaries of the site</i> are	Refer to site information document.												
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	3 days												
2	The Contractor's main responsibilities	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.												
3	Time													
11.2(3)	The <i>completion date</i> for the whole of the works is	30 November 2024												
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="1"> <thead> <tr> <th></th> <th>Condition to be met</th> <th>key date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Existing site demonstration (if available)</td> <td>31 March 2024</td> </tr> <tr> <td>2</td> <td>Contractor's inspection of Employer's selected sites</td> <td>31 March 2024</td> </tr> <tr> <td>3</td> <td>Design of RTM system</td> <td>31 May 2024</td> </tr> </tbody> </table>		Condition to be met	key date	1	Existing site demonstration (if available)	31 March 2024	2	Contractor's inspection of Employer's selected sites	31 March 2024	3	Design of RTM system	31 May 2024
	Condition to be met	key date												
1	Existing site demonstration (if available)	31 March 2024												
2	Contractor's inspection of Employer's selected sites	31 March 2024												
3	Design of RTM system	31 May 2024												

4	Installation and commissioning methodology	31 May 2024
5	Acceptance Testing of RTM system	31 May 2024
6	Practical training proposal	31 May 2024
7	Supply, install & commission sites 1 – 4, including practical training	30 June 2024
8	Supply, install & commission sites 5 – 8, including practical training	31 July 2024
9	Supply, install & commission sites 9 – 12, including practical training	31 August 2024
10	Supply, install & commission sites 13 – 16, including practical training	30 September 2024
11	Supply, install & commission sites 17 - 20 , including practical training	31 October 2024
12	Theoretical training proposal & provide theoretical training	30 November 2024

30.1 The access dates are:

	Part of the Site	Date
1	Inspection for sites 1 – 20	1 February 2024
2	Supply, install & commission sites 1 – 4, including practical training	1 June 2024
3	Supply, install & commission sites 5 – 8, including practical training	1 July 2024
4	Supply, install & commission sites 9 – 12, including practical training	1 August 2024
5	Supply, install & commission sites 13 – 16, including practical training	1 September 2024
6	Supply, install &	1 October

		commission sites 17 - 20 , including practical training	2024
7	Theoretical training proposal & provide theoretical training	1 weeks of the Contract Date.	1 November 2024
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	1 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	1 February 2024	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	3 days	
35.1	The <i>Employer</i> is not willing to take over the works before the Completion Date.		
4 Testing and Defects			
42.2	The <i>defects date</i> is	52 weeks after Completion of a section of the works.	
43.2	The <i>defect correction period</i> is	1 week	
	except that the <i>defect correction period</i> for and the <i>defect correction period</i> for	(to be confirmed) is (to be confirmed) weeks (to be confirmed) is (to be confirmed) weeks	
5 Payment			
50.1	The <i>assessment interval</i> is	between the 26 th day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	60 days (after receipt of a valid invoice)	
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 <i>mutatis mutandis</i> 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)	<p>The place where weather is to be recorded is:</p> <p>The <i>weather measurements</i> to be recorded for each calendar month are,</p> <p>The <i>weather measurements</i> are supplied by</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>and which are available from:</p>	<p>Refer to site information document.</p> <p>the cumulative rainfall (mm)</p> <p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 09:00 hours South African Time</p> <p>and these measurements:</p> <p>(tbc)</p> <p>(tbc)</p> <p>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Employer</i></p>
60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	<p>As stated in Annexure A to this Contract Data provided by the <i>Employer</i>.</p> <p>Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.</p>
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	<p>1tbc</p> <p>2. tbc</p> <p>3. tbc</p>
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.

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 - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee 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	one month prior to closing of tender	
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
		0.85	CPI
		0.15	non-adjustable
	Total	1.00	
X2	Changes in the law		
	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		

X3 Multiple currencies

		Items & activities	Other currency	Maximum payment in other currency
X3.1	The <i>Employer</i> will pay for these items or activities in the currencies stated	[•]	[•]	[•]
		[•]	[•]	[•]
		[•]	[•]	[•]
		[•]	[•]	[•]
X3.1	The <i>exchange rates</i> are those published in [•] on [•] (date)	<p>The items & activities will be paid in the other currency</p> <ul style="list-style-type: none"> - to a foreign Bank account nominated by the Contractor - to a valid SARB approved CFC account in South Africa - in accordance with an alternative payment method agreed with the Employer before the Contract Date. <p>(select one of the three methods as agreed with successful tenderer and delete the others and this note)</p>		

X5	Sectional Completion	Section	Description	Completion date
X5.1	The <i>completion date</i> for each <i>section</i> of the works is:	1	Existing site demonstration (if available)	31 March 2024
		2	Contractor's inspection of Employer's selected sites	31 March 2024
		3	Design of RTM system	31 May 2024
		4	Installation and commissioning methodology	31 May 2024
		5	Acceptance Testing of RTM system	31 May 2024
		6	Practical training proposal	31 May 2024
		7	Supply, install & commission sites 1 – 4, including practical training	30 June 2024
		8	Supply, install & commission sites 5 – 8, including practical training	31 July 2024

	9	Supply, install & commission sites 9 – 12, including practical training	31 August 2024
	10	Supply, install & commission sites 13 – 16, including practical training	30 September 2024
	11	Supply, install & commission sites 17 - 20 , including practical training	31 October 2024
	12	Theoretical training proposal & provide theoretical training	30 November 2024
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 works are:	section	Description
		1	Contractor's inspection of selected sites
		2	Design of RTM system
		3	Installation and commissioning methodology
		4	Acceptance testing of prototype RTM system
		5	Practical training proposal
		6	Supply, install & commission sites 1 – 4, including practical training
		7	Supply, install & commission sites 5 – 8, including practical training
		8	Supply, install & commission sites 9 – 12, including practical training
		9	Supply, install & commission sites 13 – 16, including practical training

	10	Supply, install & commission sites 17 - 20 , including practical training	R 2 000.00
	11	Theoretical training proposal & provide theoretical training	R 1 333.00
Remainder of the works			R
The total delay damages payable by the Contractor does not exceed:			10% of contract value
X13	Performance bond		
X13.1	The amount of the performance bond is	10% of contract value	
X16	Retention (not used with Option F)		
X16.1	The <i>retention free amount</i> is	R0	
	The <i>retention percentage</i> is	5% of the contract value	
X18	Limitation of liability		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.0 (zero Rand)	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the deductibles relevant to the event	
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of <ul style="list-style-type: none"> • the total of the Prices at the Contract Date and • the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as at contract date. 	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for <ul style="list-style-type: none"> • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the works, Plant and Materials), • death of or injury to a person and 	

		<ul style="list-style-type: none">• infringement of an intellectual property right.
X18.5	The end of liability date is	<p>(i) 2 years after the defects date for latent Defects and</p> <p>(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.</p> <p>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.</p>

Z	The Additional conditions of contract are	Z1 to Z15 always apply.
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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 <i>Contractor</i> or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
Coercive Action	means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
Collusive Action	means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
Committing Party	means, as the context requires, the <i>Contractor</i> , or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractor or the Subcontractor's employees,
Corrupt Action	means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,
Fraudulent Action	means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,
Obstructive Action	means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and
Prohibited Action	means any one or more of a Coercive Action, Collusive Action, Corrupt Action, Fraudulent Action or Obstructive Action.

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

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

- 84.1 When requested by a Party, the other Party provides certificates from his

insurer or broker stating that the insurances required by this contract are in force.

84.2 The *Contractor* provides the insurances stated in the Insurance Table A.

84.3 The insurances provide cover for events which are at the *Contractor's* risk from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

Z 13.2

Replace core clause 87 with the following:

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document

Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage 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 actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's

requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.

OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.</i>
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
Z15.1	The <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> 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 <i>Contractor</i> , the <i>Employer</i> 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 <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> 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 <i>Employer</i> 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 <i>Contractor's</i> 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 <i>Contractor</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
Z15.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

Z16 Intellectual Property

Z16.1 "Intellectual Property" means (a) patents, trademarks, service marks, rights in designs, trade names, copyrights and topography rights, in each case whether registered or not; (b) applications for registration of any of them; (c) rights under licences and consents in relation to any of them; (d) all forms of protection of a similar nature or having equivalent or similar effect to any of them which may subsist anywhere in the world.

Z16.2 "Background Intellectual Property" means any and all Intellectual Property Rights that are not Foreground Intellectual Property, owned or controlled by the relevant Party or licensed to the relevant Party prior to or outside the Project but required for the purposes of the Project or for the proper use of the Technology.

Z16.3 "Foreground Intellectual Property" means all Intellectual Property Rights and other matter capable of being the subject of intellectual property rights that is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of the Project and rights which are developed substantially as a result of the Project.

Z16.4 The Contractor acknowledges that all right, title and interest in and to the Foreground Intellectual Property that may result or originate from or be developed in execution of the works vests in the Employer and that the Contractor has no claim of any nature in and to the Foreground Intellectual Property.

Z16.5 The Contractor shall ensure that a copyright notice is incorporated or embossed or labelled on the Foreground Intellectual Property, to ensure that the Employer is reflected as the owner of the Foreground Intellectual Property.

Z16.6 The Contractor retains the Background Intellectual Property rights in and to the Contractor's Background Intellectual Property made by or on behalf of the Contractor as part of the works.

Z16.7 The Contractor gives to the Employer a non-terminable, non-transferable, irrevocable, nonexclusive, royalty-free licence to copy, use and communicate the Contractors documents containing Background Intellectual Property relating to the works (the "IP Documents"), including making and using modifications of them as supplied to the Employer under the contract, for the purposes of operating, maintaining, and repairing the works. The Contractor is not obliged to provide any proprietary manufacturing documents, designs, processes or specifications.

Z16.8 This licence (a) applies throughout the actual or intended working life (whichever is longer) of the works; (b) the Employer, its authorised employees and wholly owned subsidiaries of the Employer in proper possession of the relevant part of the works, to copy, use and communicate the IP Documents for the purposes of completing, operating, using, maintaining, altering, adjusting, repairing, refurbishing and demolishing the works (the "Purposes"); and (c) in the case of IP Documents which are in the form of computer programs and other software, permit their copying, use and communication for the Purposes.

Z16.9 The IP Documents are not, without the Contractor's written consent, used, copied or communicated to a third party by or on behalf of the Employer for any purpose, other than the Purposes.

Z16.10 The Contractor procures that each Subcontractor executes all and any IP Documents, and take all and any other actions as may be required, in order to give effect to this licence.

Z16.11 The Employer retains all Background Intellectual Property rights in all documents made by or on behalf of the Employer including all documents and requirements provided prior to or during the execution of the works. The Contractor does not, without the written consent, of the Employer, copy, use or issue to a third party any of these documents and requirements except for the purposes of executing the works.

Z16.12 Either Party procures that any third party executes confidentiality undertakings not to disclose to any other third parties, any of the Employer's documents and requirements at all, in respect of the Employer, or the IP Documents other than for the Purposes, in respect of the Contractor.

Z16.13 The Contractor will need to get written consent from the Employer before submission of a paper to a journal, conference or website. Any other communication, in whatever form, including but not limited to social, written or broadcast media, or use of the Employer logo should be approved in writing by the Employer before publishing.

Z16.13 Third Party Claims:

13.1 In the event of any claims being made or actions brought against the Employer, on the ground that the Contractor infringed any patent, trademark or copyright, the Contractor is notified thereof and at its own expense, conducts all negotiations in consultation with the Employer for the settlement of the claim and litigation that may arise from such alleged infringement.

13.2 Save where the Contractor fails to take over the conduct of the negotiation or litigation within a reasonable time of the notification of the alleged infringement, the Employer does not make any admission which might be prejudicial to the Contractor's position.

13.3 The Employer, at the request and the cost of the Contractor affords it all reasonable technical assistance that the Employer is able to provide for the purpose of contesting any such claim or action.

13.4 Should it be held in any such action that any such protected rights has been infringed, as definitely stated by a judgment of the court before which the action is brought, the Contractor, at its own expense and in consultation with the Employer:

13.4.1 procure for Employer the right to continue to use the affected item or design; or

13.4.2 replace the said affected item or design with a non-infringing item; or

13.4.3 design of equivalent quality or modify such affected item or design so as to make it non-infringing without affecting the quality

13.5 Notwithstanding anything contained in this contract, the foregoing sets forth the entire responsibility of Contractor with respect to claims relating to infringement.

13.6 Where it is alleged that the Employer has committed an infringement as intended vis-à-vis the Contractor as set the Employer has the same rights and obligations as the Contractor, mutatis mutandis, as regards such alleged infringement.

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.

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

The data in Table 2 to Table 16 is based on the measurements obtained from the nearest weather stations (with weather data), to the nearest town from the selected sites as shown in Table 1.

Table 1: Nearest towns, weather stations, distance from weather station to nearest town and parameters available, for data provided in Table 2 to Table 16

No.	Site Name	Site Type	Province	Nearest Town	Nearest Rainfall station	Distance from Nearest Town to Rainfall Station	Parameters Available
1	Medupi	Power Station	Limpopo	Lephalale	GROOTGELUK-MYN	4.6 km	rainfall only
2	Matimba	Power Station	Limpopo	Lephalale	GROOTGELUK-MYN	5 km	rainfall only
3	Duvha	Power Station	Mpumalanga	Emalahleni	WITBANK - MUN	11.96 km	rainfall only
4	Drakensberg	Power Station	Kwazulu Natal	Jagersrust	CAVERN GUEST FARM	14.26 km	rainfall only
5	Ingula	Power Station	Kwazulu Natal	Randjieslaagte	MOORSIDE	14.94 km	rainfall only
6	Athene	Transmission Substation	Kwazulu Natal	Empangeni	EMPANGENI MAGISTRATE	3.77 km	rainfall only
7	Invubu	Transmission Substation	Kwazulu Natal	Richards Bay	EMPANGENI MAGISTRATE	7.83 km	rainfall only
8	Grassridge	Transmission Substation	Eastern Cape	Gqeberha	SWARTKOPS POWER STATION	17.2 km	rainfall only
9	Dedisa	Transmission Substation	Eastern Cape	Gqeberha	SWARTKOPS POWER STATION	16.04 km	rainfall only
10	Hermes	Transmission Substation	North West	Klerksdorp	KLERKSDORP	12.2 km	rainfall and temperature
11	Mercury	Transmission Substation	North West	Klerksdorp	KLERKSDORP	18.5 km	rainfall and temperature
12	Maputo	Transmission Substation	Mozambique	Komatipoort	KOMATIDRAAI	10 km	rainfall and temperature
13	Hector	Transmission Substation	Kwazulu Natal	Cliffdale	CAMPERDOWN	12.2 km	rainfall only
14	Mersey	Transmission	Kwazulu	New Hanover	NEW HANOVER	0.5 km	rainfall only

No.	Site Name	Site Type	Province	Nearest Town	Nearest Rainfall station	Distance from Nearest Town to Rainfall Station	Parameters Available
		Substation	Natal				
15	Eros	Transmission Substation	Kwazulu Natal	Harding	GLENORA FARM	7.2 km	rainfall only
16	Neptune	Transmission Substation	Eastern Cape	East London	UMZONIANA	7.9 km	rainfall only
17	Witkop	Transmission Substation	Limpopo	Polokwane	POLOKWANE WO	21 km	rainfall and temperature
18	Merensky	Transmission Substation	Limpopo	Steelpoort	TUBATSE - AGRIC	17.9 km	rainfall only
19	Spitskop	Transmission Substation	Limpopo	Northam	SWARTKLIP NOOTGEDACHT ARS	12.8 km	rainfall only
20	Leseding	Transmission Substation	Limpopo	Leseding	TUBATSE - AGRIC	34 km	rainfall only

Table 2: Medupi & Matimba Power Stations (Grootgeluk-Myn September 1976 – July 2023)

Month	One-in-ten-year-return			
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	172	6	No Data	No Data
FEB	158	5	No Data	No Data
MAR	142	5	No Data	No Data
APR	85	3	No Data	No Data
MAY	65	2	No Data	No Data
JUN	36	1	No Data	No Data
JUL	48	1	No Data	No Data
AUG	63	2	No Data	No Data
SEP	108	3	No Data	No Data
OCT	120	4	No Data	No Data
NOV	143	5	No Data	No Data
DEC	164	5	No Data	No Data

Table 3: Duvha Power Station (Witbank-Mun 1948 – 2020)

Month	<i>One-in-ten-year-return</i>			
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	228	7	No Data	No Data
FEB	175	6	No Data	No Data
MAR	150	5	No Data	No Data
APR	86	4	No Data	No Data
MAY	45	1	No Data	No Data
JUN	35	1	No Data	No Data
JUL	23	1	No Data	No Data
AUG	29	1	No Data	No Data
SEP	57	3	No Data	No Data
OCT	133	5	No Data	No Data
NOV	214	7	No Data	No Data
DEC	196	6	No Data	No Data

Table 4: Drakensberg Power Station (Cavern Guest Farm 1950 – 2022)

Month	<i>One-in-ten-year-return</i>			
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	400	11	No Data	No Data
FEB	385	10	No Data	No Data
MAR	293	10	No Data	No Data
APR	137	5	No Data	No Data
MAY	75	2	No Data	No Data
JUN	55	2	No Data	No Data
JUL	50	1	No Data	No Data
AUG	90	3	No Data	No Data
SEP	132	4	No Data	No Data
OCT	199	8	No Data	No Data
NOV	236	8	No Data	No Data
DEC	341	11	No Data	No Data

Table 5: Ingula Power Station (Moorside 1950 – 2022)

Month	Cumulative rainfall (mm)	<i>One-in-ten-year-return</i>		
		Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	275	8	No Data	No Data
FEB	247	7	No Data	No Data
MAR	174	5	No Data	No Data
APR	91	3	No Data	No Data
MAY	57	2	No Data	No Data
JUN	32	1	No Data	No Data
JUL	49	1	No Data	No Data
AUG	56	2	No Data	No Data
SEP	95	3	No Data	No Data
OCT	132	5	No Data	No Data
NOV	168	6	No Data	No Data
DEC	205	6	No Data	No Data

Table 6: Athene & Invubu Substations (Empangeni Magistrate 1965 - 2018)

Month	Cumulative rainfall (mm)	<i>One-in-ten-year-return</i>		
		Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	272	5	No Data	No Data
FEB	261	5	No Data	No Data
MAR	220	6	No Data	No Data
APR	133	3	No Data	No Data
MAY	171	3	No Data	No Data
JUN	98	2	No Data	No Data
JUL	93	2	No Data	No Data
AUG	96	3	No Data	No Data
SEP	174	4	No Data	No Data
OCT	179	5	No Data	No Data
NOV	175	5	No Data	No Data
DEC	158	4	No Data	No Data

Table 7: Grassridge & Dedisa Substations (Swartskop Power Station October 1986 – August 2019)

Month	Cumulative rainfall (mm)	<i>One-in-ten-year-return</i>		
		Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	66	2	No Data	No Data
FEB	59	2	No Data	No Data
MAR	82	3	No Data	No Data
APR	85	3	No Data	No Data
MAY	60	2	No Data	No Data
JUN	98	4	No Data	No Data
JUL	72	3	No Data	No Data
AUG	104	4	No Data	No Data
SEP	74	3	No Data	No Data
OCT	95	4	No Data	No Data
NOV	88	3	No Data	No Data
DEC	76	3	No Data	No Data

Table 8: Hermes & Mercury Substations (Klerksdorp June 1973 – May 2023)

Month	<i>One-in-ten-year-return</i>			
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C (based on a period, Apr 1993-Sep 2023)	Number of days with snow lying at 08:00 CAT
JAN	199	6	0	No Data
FEB	171	5	0	No Data
MAR	159	5	0	No Data
APR	133	5	0	No Data
MAY	52	2	5	No Data
JUN	70	1	16	No Data
JUL	15	0	23	No Data
AUG	38	1	8	No Data
SEP	61	3	1	No Data
OCT	122	4	0	No Data
NOV	150	5	0	No Data
DEC	181	5	0	No Data

Table 9: Maputo Substation (Komatidraai March 1993 – September 2023) (Note: The South African Weather Service does not have data for Maputo substation in Mozambique. The data for Maputo substation is based on the nearest South African town, Komatipoort. The selection for Komatipoort as the nearest town was based on Komatipoort substation being the nearest Transmission substation to Maputo substation)

Month	<i>One-in-ten-year-return</i>			
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	225	4	0	No Data
FEB	236	5	0	No Data
MAR	145	3	0	No Data
APR	84	3	0	No Data
MAY	46	1	0	No Data
JUN	17	1	0	No Data
JUL	22	1	0	No Data
AUG	20	1	0	No Data
SEP	40	1	0	No Data
OCT	83	3	0	No Data
NOV	96	3	0	No Data
DEC	220	5	0	No Data

Table 10: Hector Substation (Camperdown 1950 - 2022)

Month	Cumulative rainfall (mm)	<i>One-in-ten-year-return</i>		
		Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	172	6	No Data	No Data
FEB	158	5	No Data	No Data
MAR	142	5	No Data	No Data
APR	85	3	No Data	No Data
MAY	65	2	No Data	No Data
JUN	36	1	No Data	No Data
JUL	48	1	No Data	No Data
AUG	63	2	No Data	No Data
SEP	108	3	No Data	No Data
OCT	120	4	No Data	No Data
NOV	143	5	No Data	No Data
DEC	164	5	No Data	No Data

Table 11: Mersey Sustation (New Hanover 1950 – July 2022)

Month	Cumulative rainfall (mm)	<i>One-in-ten-year-return</i>		
		Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	232	7	No Data	No Data
FEB	191	5	No Data	No Data
MAR	202	6	No Data	No Data
APR	116	4	No Data	No Data
MAY	70	2	No Data	No Data
JUN	48	1	No Data	No Data
JUL	55	1	No Data	No Data
AUG	80	3	No Data	No Data
SEP	121	3	No Data	No Data
OCT	137	4	No Data	No Data
NOV	178	5	No Data	No Data
DEC	223	6	No Data	No Data

Table 12: Eros Substation (Glenora Farm 1950– 2022)

Month	<i>One-in-ten-year-return</i>			
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	183	6	No Data	No Data
FEB	163	5	No Data	No Data
MAR	160	7	No Data	No Data
APR	104	3	No Data	No Data
MAY	64	2	No Data	No Data
JUN	59	1	No Data	No Data
JUL	54	2	No Data	No Data
AUG	68	2	No Data	No Data
SEP	100	4	No Data	No Data
OCT	146	5	No Data	No Data
NOV	168	5	No Data	No Data
DEC	187	6	No Data	No Data

Table 13: Neptune Substation (Umzoniana 1950 – 2022)

Month	<i>One-in-ten-year-return</i>			
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	184	5	No Data	No Data
FEB	157	5	No Data	No Data
MAR	199	5	No Data	No Data
APR	158	4	No Data	No Data
MAY	113	3	No Data	No Data
JUN	91	3	No Data	No Data
JUL	109	3	No Data	No Data
AUG	167	5	No Data	No Data
SEP	181	4	No Data	No Data
OCT	210	6	No Data	No Data
NOV	231	7	No Data	No Data
DEC	177	6	No Data	No Data

Table 14: Witkop Substation (Polokwane WO 1953 – 2022)

Month	Cumulative rainfall (mm)	<i>One-in-ten-year-return</i>		
		Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	154	5	0	No Data
FEB	134	5	0	No Data
MAR	105	4	0	No Data
APR	93	3	0	No Data
MAY	24	1	0	No Data
JUN	9	1	2	No Data
JUL	5	0	2	No Data
AUG	8	0	1	No Data
SEP	26	1	0	No Data
OCT	84	4	0	No Data
NOV	134	5	0	No Data
DEC	150	5	0	No Data

Table 15: Merensky & Leseding Substations (Tubatse – Agric November 1979 – September 2023)

Month	Cumulative rainfall (mm)	<i>One-in-ten-year-return</i>		
		Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	149	5	No Data	No Data
FEB	159	4	No Data	No Data
MAR	97	3	No Data	No Data
APR	79	3	No Data	No Data
MAY	29	1	No Data	No Data
JUN	11	0	No Data	No Data
JUL	6	0	No Data	No Data
AUG	24	1	No Data	No Data
SEP	34	1	No Data	No Data
OCT	82	3	No Data	No Data
NOV	146	6	No Data	No Data
DEC	134	5	No Data	No Data

Table 16: Spitskop Substation (Swartklip Nooitgedacht ARS August 1979 – September 2023)

Month	Cumulative rainfall (mm)	<i>One-in-ten-year-return</i>		
		Number of days with rain more than 10mm	Number of days with min air temp < 0 °C	Number of days with snow lying at 08:00 CAT
JAN	168	5	No Data	No Data
FEB	181	5	No Data	No Data
MAR	159	6	No Data	No Data
APR	80	3	No Data	No Data
MAY	15	1	No Data	No Data
JUN	13	1	No Data	No Data
JUL	5	0	No Data	No Data
AUG	4	0	No Data	No Data
SEP	22	1	No Data	No Data
OCT	82	3	No Data	No Data
NOV	158	6	No Data	No Data
DEC	212	6	No Data	No Data

