



NEC3 Engineering & Construction Contract

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

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

for **The manufacture, supply, install, testing,
commissioning of 88 kV HV XLPE cable system and
related civil works for Simmerpan upgrade and
Germiston Factories projects**

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CONTRACT No. [Insert at award stage]

Part C1: Agreements & Contract Data

Contents:	No of pages
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[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

**The manufacture, supply, install, testing,
 commissioning of 88 kV HV XLPE cable system
 and related civil works for Simmerpan upgrade.
 and Germiston Factories projects**

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

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

Options B,	The offered total of the Prices exclusive of VAT is	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 _____

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	B: Priced Contract with bill of quantities
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		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 Project Manager is: (Name)	Tukela Tswane
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]
10.1	The <i>Supervisor</i> is: (Name)	Clerk of Works
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]

11.2(13)	The <i>works</i> are	The manufacture, supply, install, testing, commissioning of 88 kV HV XLPE cable system and related civil works for Simmerpan upgrade and Germiston Factories projects	
11.2(14)	The following matters will be included in the Risk Register	[•]	
11.2(15)	The boundaries of the site are	Simmerpan Substation and Germiston 88kv Feeder and Substation	
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	1 week	
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 completion date for the whole of the works is	TBA	
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 Simmerpan Substation	TBA
		2 Germiston Factories Sub	TBA
		3 [•]	[•]
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	TBA	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1 week	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	[•] weeks after Completion of the whole of the works.	

43.2	The <i>defect correction period</i> is	4 weeks
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th 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	4 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and
6	Compensation events	
60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	As stated in Annexure A to this Contract Data provided by the <i>Employer</i>.
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	None
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	
B	Priced contract with bill of quantities	
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	Sandton 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

X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X4	Parent company guarantee	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
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	Simmerpan Cables	TBA
		2	Germiston Cables	TBA
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	Simmerpan Cables	R 4 000
		2	Germiston Cables	R 4 000

	The total delay damages payable by the <i>Contractor</i> does not exceed:	15% of Contract Value
X13	Performance bond	
X13.1	The amount of the performance bond is	15% of the total awarded value if required
X16	Retention (not used with Option F)	
X16.1	The retention free amount is	Total Value of material, transport and security to be inserted after contract award.
	The <i>retention percentage</i> is	10%
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:	Total value of awarded contract
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
X18.4	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:	<p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	<p>(i) 5 years after the <i>defects date</i> for latent Defects.</p> <p>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 <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
Z	The <i>Additional conditions of contract</i> are	Z1 to Z15 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

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

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

- Z3.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z3.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Project Manager* within thirty days of the notification or as otherwise instructed by the *Project Manager*.
- Z3.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the Contract Date the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z3.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are P1, P2 and P3 as stated in clause 92, and the amount due is A1 and A3 as stated in clause 93.

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information

which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.

Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:

- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
- warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
- undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

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

Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.

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

Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to

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

Z8 Notifying compensation events

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

Z9 Employer's limitation of liability

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

Z9.2 The *Contractor's* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer's* liability under the indemnity is limited.

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

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

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

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

Z12 Ethics

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

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

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractor or the Subcontractor's employees,

Corrupt Action means the offering, giving, taking, or soliciting, directly or indirectly, of a good or service to unlawfully or illegally influence the actions of an Affected Party,

Fraudulent Action means any unlawfully or illegally intentional act or omission that misleads, or attempts to mislead, an Affected Party, in order to obtain a financial or other benefit or to avoid an obligation or incurring an obligation,

Obstructive Action means a Committing Party unlawfully or illegally destroying, falsifying, altering or concealing information or making false statements to materially impede an investigation into allegations of Prohibited Action, and

Prohibited Action means any one or more of a Coercive Action, Collusive Action Corrupt Action, Fraudulent Action or Obstructive Action.

- Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z12.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.
- Z12.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.
- 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 <i>works</i> , Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>)	<u>Loss of or damage to property</u> <u><i>Employer's</i> property</u> The replacement cost where not covered by the <i>Employer's</i> insurance

caused by activity in connection with this contract	<p>The <i>Employer's</i> policy deductible, as at Contract Date, where covered by the <i>Employer's</i> insurance</p> <p><u>Other property</u> The replacement cost</p> <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	The amount required by the applicable law

Z 13.2

Replace core clause 87 with the following:

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum 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 *Employer's* Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
- SANAS** means the South African National Accreditation System.
- TWA** means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

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

millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z15.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z15.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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.

Month	Weather measurement				
	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.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(3)	The <i>completion date</i> for the whole of the works is	TBA		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in	(in figures)		
11.2(31)	The tendered total of the Prices is			
		(in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).</i>		
B	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

PART 2: PRICING DATA

ECC3 Option B

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

C2.1 Pricing assumptions: Option B

1. How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration. (28) The Price for Work Done to Date is the total of <ul style="list-style-type: none">• the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and• a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. Completed work is work without Defects which would either delay or be covered by immediately following work. (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.
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This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

2. Function of the Bill of Quantities

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

3. Guidance before pricing and measuring

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

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

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

plus Fee is used.

4. Measurement and payment

4.1. Symbols

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

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

4.2. General assumptions

- 4.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 4.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 4.2.3. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.
- 4.2.4. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.
- 4.2.5. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

4.3. Departures from the *method of measurement*

4.3.1.

4.4. Amplification of or assumptions about measurement items

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

4.4.1.

C2.2 the *bill of quantities*

Price Excel BOQ attached and provide USB.

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S WORKS INFORMATION

1 Description of the works

1.1 Executive overview

Simmerpan Substation Scope

- Lay and terminate 2 sets of 3 x 1 core 500mm² XLPE 88 kV, HV cables from the 88kV Tx busbar to the 88/11V transformers (1680m cable).
- • Install 3L manhole link box on the Tx termination and a 3L SVL link box on the Dx termination
- • Install 550m of 185mm² ECC

Germiston Factories Substation Scope

- Dismantle the 2 sets of 3 x 88kV 1C 1000mm² Al XLPE Germiston factories feeder cables (Germiston Factories - Simmerpan 1&2) from the existing 88kV cable termination in Simmerpan substation.
- Trace the cable outside the existing wall, and make 3 x straight joint for each feeder.
- Trench approximately 320m and 330m for feeder 1& 2 respectively, along the boundary of the proposed MTS wall and in the Tx 88kV yard.
- Lay the cables.
- Terminate the cables in the new 88kV yard onto the cable termination structure at the Tx substation.
- Install 2 x 3L way link disconnecting box at each HV cable support.

11.1.1 Electrical & Civil Contractor: P&Gs and Pre-construction related activities.

The contractor shall not assume that any Eskom property may be used to establish site or store any equipment, material, etc. whatsoever.

The contractor shall ensure that Eskom approved and specified PPE is worn by all employees during site meetings, inspections, work being performed or any other instance where the contractor's employees are on-site.

The contractor shall ensure that all contractor specific Risk Assessment Procedures, Quality Management Systems, Health and Safety Specifications, Environmental Plans, Safety Inspections, OHSWA appointments, and Non-Conformance Process are in place and available on-site and can be presented to Eskom when requested to do so.

The contractor shall ensure a Responsible person (in terms of the ORHVS) is available and on-site, during site meetings, inspections, work being performed or any other instances where the contractor's employees are on-site.

The contractor shall ensure Environmental Compliance & Site maintenance on all work sites.
The contractor shall provide security as per BoQ and as may be required by Eskom.

The Contractor shall ensure that all material to be used on-site and labour (already completed) is fully insured. The contractor shall replace material that have been stolen, vandalism or damaged by third parties at its own cost. The contractor shall also perform labour to replace material that have been stolen, vandalism

or damaged by third parties at its own cost. This condition becomes null and void, once the completed work and Eskom assets are formally handed back to Eskom.

The contractor shall guarantee workmanship on all work performed for up to 3 years after formal completion and formal handover of work performed on Eskom assets. Should any material or asset failure or deterioration occur, then the contractor shall replace or reinstate the material or asset at its own cost. The contractor shall also perform labour to replace or reinstate the material or asset at its own cost. This condition becomes null and void if it can be proven that the failure or deterioration was not due to contractor negligence. Without any proof, the condition remains in full force.

The contractor shall take photos and video of the new / existing HV cable route before and after construction. Photos and Video to be stored on digital media and submitted to Eskom. Photos to be date and time stamped and clearly visible and accurately represent the conditions on-site before and after construction. The photos and video is to protect Eskom and the contractor from claims that may arise from statutory bodies, non-statutory bodies, service providers, or any other third parties. Where the contractor fails to adhere to this condition, it will be concluded that the contractor is at fault and that the contractor would need to reinstate as may be required by Eskom, statutory bodies, non-statutory bodies, service providers, or any other third parties at the contractor's own cost.

The contractor shall ensure that all requirements from the statutory bodies, non-statutory bodies, service providers, or any other third parties are adhered to, and will complete and submit project close out and project completion documentation as may be required by these statutory bodies, non- statutory bodies, service providers, or any other third parties to them. Copies of these documents to be submitted to Eskom.

Security Spec Germiston Factories Cable Works

SCOPE OF WORK: PHYSICAL SECURITY GUARDING SERVICES (FIBRE OPTIC AND OTHER EXPOSED ITEMS IN THE TRENCH BETWEEN SIMMERPAN SUB AND GERMISTON FACTORIES.

DESCRIPTION OF SERVICES

Category A - 24/7 unarmed physical/ static guarding

- (a) Posting of 2 x security marked patrolling vehicles with 2 x grade c static security officers per shift.**
- (b) The vehicles will patrols frequently driving pass each from Simmerpan Substation to Germiston factories as per location of the opened trench.**
- (c) Patrolling guards will ensure the safeguarding of fibre optic cable and other exposed items that could be identified after trenching from theft and vandalism.**
- (e) patrolling guards must be equipped with a panic button and a guard monitoring system linked to the contractor's control room.**
- (f) Prevent crime incidents against Eskom personnel, contractors and public at the sites where security services are to be rendered.**
- (g) Ensure compliance to Eskom Standards, Policies, and Standard operating procedures and work instructions.**
- (h) Eskom reserves the right to alter the number of Security officers as per risk assessment which is to be conducted daily.**
- (i) Install clocking devices at strategic places that are able to generate site summary report and must be send to Eskom as and when required. A target of 100% patrol must be met all times.**

CONTRACT REQUIREMENTS

COMPANY

- (a) The company must be officially registered in South Africa as a business entity.**
- (b) The company and the company owner(s)/directors must be registered in terms of Section 20 of Private Security Industry regulatory Act as Security Service providers.**
- (c) Eskom reserves the right to immediately terminate services of any company not in good standing with PSIRA.**

- (d) The company must have an established and functional 24-hr security control room and Eskom reserves the right to conduct inspections of the facilities.**
- (e) The company should meet all the site(s) requirements and be in a position to render the required services without fail.**
- (a) The company must ensure that Security officer's salaries/wages are according to PSIRA rates for the grade that they have been employed and deployed for on Eskom sites.**
- (f) Service provider should have sound knowledge of applicable South African legislation and ensure compliance thereto.**
- (g) The contractor will be expected to attend operational meetings as and when required.**
- (h) In the event of non-performance by the supplier, Eskom reserves the right to cancel the contract immediately and replace with another service provider. All costs incurred as a result of such action will be recovered from the outgoing contractor.**

SECURITY OFFICERS

- (a) All Security officers must be registered with PSIRA at the required Grade.**
- (b) Security officers must be able to read and write.**
- (c) Security officers must be in possession of their PSIRA and company I.D card at all times.**
- (d) Security officers may be subjected to a screening process and including security vetting.**
- (e) Security officers should not have been convicted of any criminal offence and should disclose all pending criminal prosecutions against them. Non-disclosure of such will result in the officers' automatic removal from Eskom site or duties.**
- (f) Security officers should be able to read and write and express themselves well in English.**
- (g) Security officers may be required to undergo a polygraph tests as and when required.**
- (h) No security officers are to be deployed in terms of this contract, before undergoing necessary Eskom induction, training and assessments. Eskom reserves the right to remove such Officers that have not complied with this requirement from their sites or duties as per this contract at the cost to the contractor.**

UNIFORM

- (a) Wearing of uniform is compulsory and as per PSIRA requirements. Corporate wear shall be worn at Office buildings and combat uniform for field work.**
- (b) Uniforms must always be clean and correctly worn. The uniform must be in good condition.**
- (c) The winter uniform should include a warm coat, boots, gloves and a beanie (woollen hat).**
- (d) Personal protective equipment (PPE) must include safety shoes, raingear and level 3 bullet proof vest.**
- (e) Bullet Proof Vests Level III Special SA MIX shall be procured, supplied and maintained by the supplier as part of its PPE scope of supply for the services. Bullet proof vests shall be worn as part of uniform by all security officers.**

EQUEPMENT TO BE SUPPLIED BY A SUPPLIER

- (a) Two-way radios or company Push-to-talk (PTT) must be linked to Security Control Room**
- (b) Panic buttons must be provided to all guarded sites and be tested timeously for their reliability.**
- (c) Clocking points and guard monitoring system must be installed on all guarded**
- (d) Occurrence book to be correctly completed by Security officers and supervisors listing all occurrences and visits on site.**

INCIDENTS REPORTING AND INVESTIGATION

- (a) All incidents and response to incidents must be handled according to the relevant SOPS and/or work instructions for each site.**
- (b) All incidents and response must be immediately reported to the Eskom control room.**
- (c) The SAPS must be contacted immediately only for criminal incidents or suspected ongoing criminal activities.**
- (d) Weekly status reports are to be supplied by the service provider.**
- (e) The contractor is to ensure that all involved personnel are available for relevant court proceedings, incident investigations and assist Eskom and the SAPS in their investigations as and when required.**

(f) All incidents (including incidents in terms of the Occupational Health and Safety Act), should be reported within 24 hours and a preliminary investigation report provided within 24 hours as well as a final Incident investigation report within Seven (7) days.

SAFETY REQUIREMENTS

- (a) Transportation of injured person on vehicles not suitable for the purpose is totally prohibited. The Service Provider is encouraged to make use of the services of the Eskom contracted Emergency service provider, as far as it is practically possible.
- (b) All vehicles utilized to transport staff, must be fitted with SABS approved seatbelts.
- (c) The Service provider is responsible to ensure that the security officers deployed at Ad-hoc sites have access to a shelter, water and sanitation.
- (d) All Security officers should receive a safety induction before they can be deployed on Eskom sites.
- (e) Safety recommendations following an incident shall be implemented by all Security Service providers to prevent further reoccurrences at any of the Eskom site, as per allocated timeframes.
- (f) Open fires, the use of bar heaters and hotplates as heaters at Eskom sites, is totally prohibited.

TASK ORDERS

- (a) No work is to commence before a Task order with an SAP Order number has been supplied to the contractor by Eskom and such Task order is signed by the supplier and returned to Eskom.
- (b) No Task order will be issued until Eskom has been satisfied that all applicable training has been done and all requirements had been met.
- (c) Task order(s) will only be issued once a signed NEC documents have been returned to Eskom.

2.8 INSPECTIONS AND SITE VISITS

- (a) Eskom management will carry out random inspections and evaluation visits. Similar visits should be carried out by supplier management from Operation Manager upwards.
- (b) As part of the above visits, Security officer may be taken off site for practical and theoretical evaluation at a suitable location.
- (c) Eskom reserves the right to visit and conduct inspection of the contractor's control rooms and carry out evaluation at any random time.
- (d) The security contractor must comply fully with all legislation, Eskom policies, standards and procedures.
- (e) The Eskom reserves the right, to order the removal of a Security officer who has been found not to be competent or negligent in his duties.
- (f) Non-conformances are to be issued by Eskom should the Service provider fail to comply with the contract terms.

DOCUMENTATION

3.1 The following documentation is to be supplied by the security service provider at least four (4) weeks before a Task order can be issued and commencement of the contract.

- (a) List of all potential security officers intended to be deployed on Eskom sites in terms of this contract.
- (b) Certified copies of all Security officers' firearm competency certificates.
- (c) Criminal check records as proof that the Security officers have not been convicted of any criminal offence.
- (d) Standard operating procedures per site to include the following but not limited to and should be approved by Eskom representative before application:

Transportation of security guards

The PSIRA guidelines provide for the costs associated with the transportation of security to be included in the overhead and profit cost. In this regard Eskom shall not pay additional costs for the transportation of guards to and from work.

N.B.: for safety reasons no security guards shall be transported at the back of a bakkie. This requirement shall be spelt out clearly in the scope document.

Schedule of Deficiency and Penalties NO	DEFICIENCY	PENALTY
1	Security officer (SO) or dog not posted on duty as agreed upon. (Short posting)	One shift cost deduction
2	SO intoxicated/ or under the influence of liquor or drugs.	Permanent removal of SO from Eskom contract duties.
3	Refusal by SO to comply with lawful instruction.	Permanent removal of SO from Eskom contract duties.
4	Sleeping on duty.	50% of cost deduction
5	Desertion of post by SO	One shift cost deduction
6	Negligent by SO in the performance of their duties	Permanent removal of SO from Eskom contract duties.
7	SO late for duty (tantamount to short posting)	50% of shift cost deduction
8	SO without a functional torch or spotlight	10% deduction of the SO shift rate
9	SO or site without a functional radio or PTT	10% deduction of the total monthly site cost
10	No functional panic button on site only for applicable sites	10% deduction of the total monthly site cost
11	SO not wearing bullet proof vest. Vests worn without plates and wearing of non-level 3 bullet proof vests will be deemed as no bullet proof vest was worn.	50% deduction of the SO shift rate per occurrence
12	SO not armed in one shift	50% deduction of the shift rate
13	Non submission of vehicle tracking reports	Non payments of the total services (i.e. the cost for the SOs, vehicle and dog)
14	Non submission of site inspections reports by Crime prevention and response team.	Non payments of the total services (i.e. the cost for the SOs, vehicle and dog)
15	Late reporting of patrol teams at designated reporting site.	50% of total shift cost deduction (i.e. the cost for the SOs, vehicle and dog)
16	SO not wearing proper uniform items or uniform is worn out.	50% shift cost deduction
17	SO not armed in one shift	50% deduction of the shift rate
18	Non submission of vehicle tracking reports	Non payments of the total services (i.e. the cost for the SOs, vehicle and dog)
19	Non submission of site	Non payments of the total

	inspections reports by Crime prevention and response team.	services (i.e. the cost for the SOs, vehicle and dog)
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1.2 Employer’s objectives and purpose of the works

Eskom objective is to convert 88 kV Simmerpan Dx substation into a 275/88 kV MTS, which is the responsibility of Eskom Transmission. All the current load at Simmerpan Dx substation will be moved to Sisimuka. All this is to assist in making Jupiter MTS firm.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
OBL	Outside battery limits
ORHVS	Operating Regulation of High Voltage Systems
HV	High Voltage
OHSA	Occupational Health and Safety Act

2 Management and start up.

2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	Site Office-Simmerpan	Project Manager, Contractor, COW, QS, SHEQ Officer, Engineer
Overall contract progress and feedback	Monthly basis	Site Office-Simmerpan	Project Manager, External Stakeholders, Contractor, Supervisor, COW, SHEQ and QS
Kick off meeting	Once off	Simmerpan	All stakeholders
Handover meeting	5 meetings	Simmerpan	All stakeholders

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

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

2.2 Documentation control

All communication submitted shall be done via e-mail and should follow Chronological order. Use appropriate ECC forms for contractual communication, also note from ECC who issues what to whom.

2.3 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure to Tender Enquiry.

Simmerpan Substation



Simmerpan sub
project SHE SPECIFIC

Germiston Factories Substation

2.4 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure to Tender Enquiry.



EMP_Simmerpan
Substation Upgrade

Germiston Factories Substation

2.5 Quality assurance requirements

As per attached Quality Requirments

2.6 Invoicing and payment

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

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

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

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

2.7 Insurance provided by the *Employer*

The *Contractor* shall ensure that all material to be used on-site and work (already completed) is fully insured. The *contractor* shall replace material that have been stolen, vandalism or damaged by third parties at its own cost. The *contractor* shall also perform labour to replace material that have been stolen, vandalism or damaged by third parties at its own cost. This condition becomes null and void, once the completed work and Eskom assets are formally handed back to Eskom.

2.8 Provision of bonds and guarantees

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

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

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

Records of defined costs are to be kept on file on site whereby the *Project Manager* has access to this file at all times.

3 Procurement

3.1 People

3.1.1 Minimum requirements of people employed on the Site

Foreign Nationals should have permits. Employees must adhere to Eskom life saving rules.

3.1.2 BBBEE and preferencing scheme

3.1.3 SD & L requirements

Refer to attached SD & L requirements

3.2 Subcontracting

3.2.1 Subcontract documentation, and assessment of subcontract tenders

Subcontractor will be treated as main contractor and must submit the NEC with all requirements. PC to accept the subcontract before they are appointed.

3.2.2 Limitations on subcontracting

Refer to attached SD & L requirements

3.3 Plant and Materials

3.3.1 Quality

Refer to quality Requirements

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

Refer to the BOM

3.3.3 *Contractor's* procurement of Plant and Materials

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

3.4 Tests and inspections before delivery

Not Applicable

4 Construction

4.1 Temporary works, Site services & construction constraints

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

As per SHE and Safety File Approval Requirements

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

Refer to Eskom SHE Specification Requirements

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

Refer to SHE Specification Requirements

All contractors shall, before commencement of the project ensure that all their employees are familiar with and adhere to the relevant Eskom SHE Specification requirements that is applicable to the two projects.

HOURS OF WORK

The requirements of the Basic Conditions of Employment Act, Chapter Two "Regulation of Working Time" must be adhered to. All contractors are required to maintain an accurate record of time worked by each employee.

Normal work

All work conducted on site shall fall within the legal requirements in accordance with the Basic Conditions of Employment Act. Contractors will notify their Eskom Supervisor or project manager of any work that needs to be performed after hours according to the agreed arrangements. (The application needs to be submitted timeously). Where applicable, the notification should include proof of application, for overtime, to the Department of Labour and /or the letter of approval from the Department of Labour.

Night work

When night work is to be performed; contractors shall provide sufficient lighting to enable the entire work site to be illuminated to a degree that employees will not work in dark (un-illuminated) or dimly lit areas. Care must be exercised as not to use few lights with high light intensives as this will cause night blindness. If work is continuing from day light into night, at dusk, a tool box talk must be held where all employees will be advised of the hazards of night work and the extra precautions which require to be taken, i.e. poor housekeeping, stepping on uneven ground, stepping into holes etc.

Overtime

When overtime is required to be performed, the appointed contractors shall inform the principal contractor of such action. The principal contractor shall inform the Eskom project manager of such function. Contractors shall be aware of the effects of human fatigue and regulate overtime accordingly. The baseline risk assessment must be reviewed to include the management of overtime work.

4.1.4 Cooperating with and obtaining acceptance of Others

1. At Germiston Factories and Simmerpan Substation, you shall be required to co-operate with contractor for Substation Control Plant work at certain stages. You will be using one entrance and sharing Workspace as required.
2. Notification of Department of Labour prior commencement of Construction Work as per OHS Act 85 of 1993, Construction Regulations 2014, regulation 4

4.1.5 Publicity and progress photographs

Create an as-built cadastral drawings that show the positions of the cable, transposition positions (if applicable, cable and bare or insulated ECC), joints, terminations, link disconnecting boxes and fibre optic cable draw pits (for differential protection and DTS fibre), relative to recognized boundaries and with Global Positioning Satellite (GPS) co-ordinates. (GPS coordinates to be accurate to 0.5m) The diagram shall also show the route of the Distributed Temperature Sensing fibre cable and the fibre cable used for differential protection, if different from the HV cable route. In addition, these drawings shall also include positions and routes of other (third party) services in close proximity to the newly installed HV power cable as they were encountered on-site, during installation. Drawing should also be stored in *.dxf / *.dgn format capable of being uploaded into Micro-station.

4.1.6 Contractor's Equipment

As per Eskom SHE Specification Requirements

4.1.7 Equipment provided by the Employer

Not Applicable

4.1.8 Site services and facilities

Public services and infrastructures are limited, and the *Contractor* shall arrange for the following: Sanitation and accommodation on site for own use as specified in Preliminary and General.

Contractor shall provide everything necessary for Providing the Works.

4.1.9 Facilities provided by the Contractor

Contractor to provide Site Office, Storage and Ablution according to SANS standard and Construction regulations and Eskom SHEQ requirements.

4.1.10 Survey control and setting out of the works

Eskom surveyor will mark the route for the contractor.

4.1.11 Excavations and associated water control

Contractor to provide barricading, shoring timber and pump water from excavations were required.

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

Refer to wayleave

4.2 Completion, testing, commissioning and correction of Defects

4.2.1 Work to be done by the Completion Date

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

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

5 Plant and Materials standards and workmanship

5.1 Investigation, survey and Site clearance

Germiston Factories Substation

Eskom Surveyor to issue Wayleave and Route Map from Sisimuka to Germiston Factories Substation is issued with DHO.

5.2 Building works

General information and requirements for high-voltage cable system (DST 34-1177)
Standard for the labelling of High Voltage equipment

5.3 Civil engineering and structural works

SANS1200

6 List of drawings

6.1 Drawings issued by the *Employer*

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

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

Simmerpan Substation

Drawing Number	Sheet Number	Revision Number	Description	Attached (Y/N)
D-DT-5271	2	0	HV CABLE TERMINATION END SUPPORT STRUCTURE DETAILS	N
D-DT-5271	3	0	HV CABLE TERMINATION END SUPPORT CAP DETAILS (MODIFIED TO SUIT PCD - 450)	N
D-DT-0890	1	4	HV XLPE CABLE TERMINATION WITH SURGE ARRESTOR CONDUCTOR ASSEMBLY (44kV - 132kV)	N
D-DT-0892	2	6	HV POWER CABLE TRENCH DETAILS (TRE-FOIL FORMATION)	N
D-DT-0893	1	4	HV CABLE BONDING AND EARTHING ARRANGEMENT END-POINT BONDED SYSTEM	N
D-DT-0894	1	2	MANHOLE DETAILS HV CABLE LINK DISCONNECTING BOX	N
D-DT-0894	2	2	MANHOLE DETAILS HV/MV CABLE FIBRE OPTIC CABLE DRAW PIT	N
D-DT-0894	3	2	MANHOLE DETAILS HV CABLE LINK DISCONNECTING BOX (PRE-CAST)	N
D-DT-0894	4	2	MANHOLE DETAILS HV/MV CABLE FIBRE OPTIC CABLE DRAW PIT (PRE-CAST)	N

Germiston Factories

Drawing Number	Sheet Number	Revision Number	Description	Attached (Y/N)
D-DT-0893 Sheet 5 Rev4	5	4	HV CABLE OUTDOOR TERMINATION BONDING AND EARTHING ARRANGEMENT	Y
D-DT-0893 Sheet 4 Rev4	4	4	HV CABLE BONDING AND EARTHING ARRANGEMENT CROSS-BONDED SYSTEM	N
D-DT-0891 Sheet 1 Rev 6	1	6	HV XLPE SINGLE CIRCUIT DIRECT BURIED JOINT BAY LAYOUT	Y
D-DT-0891 Sheet 4 Rev 6	4	6	HV SINGLE CIRCUIT DIRECT BURIED JOINT BAY PROTECTIVE WEATHER COVER	Y
D-DT 0892 Sheet 1 Rev 6	1	6	HV POWER CABLE TRENCH DETAILS (FLAT FORMATION)	Y
D-DT 0894 Sheet 2 Rev 2	2	2	MANHOLE DETAILS HV/MV CABLE FIBRE OPTIC CABLE DRAW PIT	Y

PART 4: SITE INFORMATION

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

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

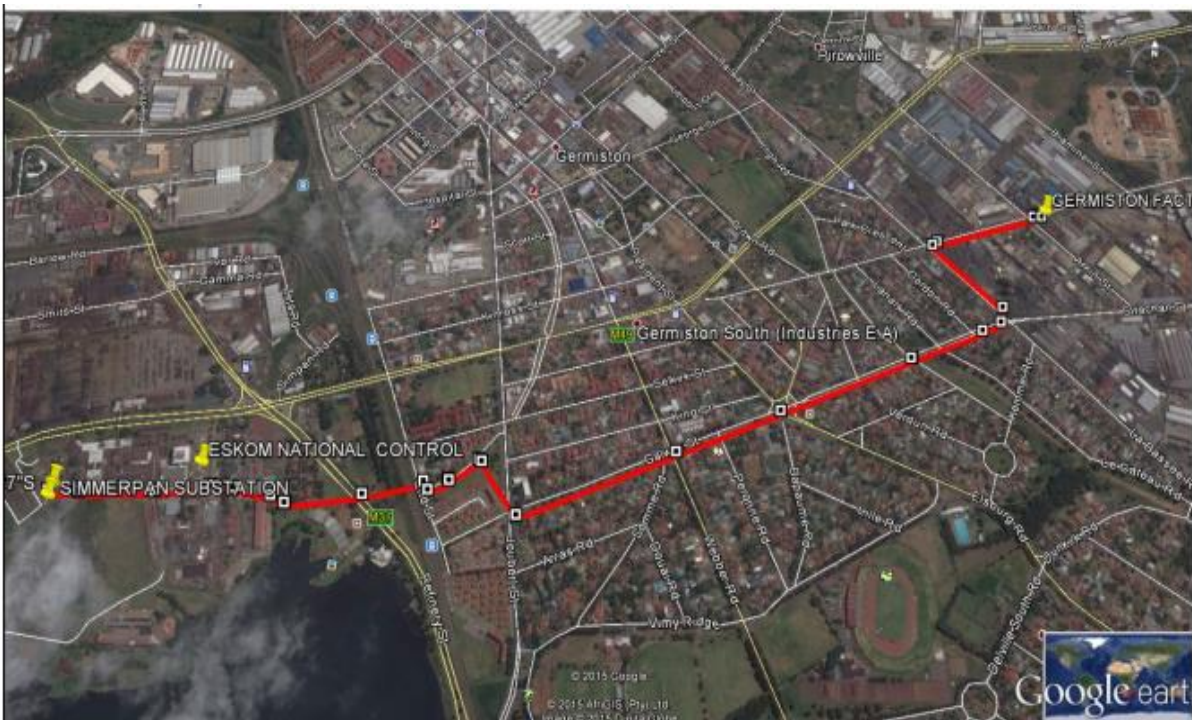
5. General description

Simmerpan Cable



Co-ordinates : 26° 13.536'S 28° 9.341'E

Germiston Factory Cable



The project will be implemented in the vicinity of Eskom premises in Simmerpan.
The GPS coordinates for Simmerpan substation are: S26° 13' 32.8" E28° 09' 17.8"

6. Existing buildings, structures, and plant & machinery on the Site

Public services and infrastructures are limited, and the Contractor shall arrange for the following: Sanitation and accommodation on site for own use as specified in Preliminary and General

7. Subsoil information

It shall be the *Contractors* responsibility to grade all excavations according to the classifications as specified SANS 1200. The *Project Manager* or his authorized representative shall have the right to inspect the holes and reclassify if required. In the event that no agreement on the soils profile can be reached, the *Project Manager* shall appoint an independent soil testing laboratory to conduct subsoil investigations and report the findings.

8. Hidden services

In the event of a discrepancy between physical condition and the information on a drawing, the *Contractor* shall notify the *Project Manager* immediately if the physical condition found on *site* is such that the deviation from the drawing requires a change in the design of the *works* or result in a possible compensation event

9. Other reports and publicly available information