

NEC3 Engineering & Construction Contract

Between **NTCSA SOC Ltd**
(Reg No. 2021/539129/30)

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

for **Provision of Secondary Plant Maintenance and
Refurbishment Services in the Western Grid
(Western Cape and Northern Cape) on an As and
When Required Basis for a Period of Three (3) Years.**

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Document Prepared by

Contracts Management E3226NTCSAWCOU 46000
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Part C1: Agreements & Contract Data

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C1.1 Form of Offer & Acceptance

Offer

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

Provision of Secondary Plant Maintenance and Refurbishment Services in the Western Grid (Western Cape and Northern Cape) on an As and When Required Basis for a Period of Three (3) Years.”

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

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

Options A B, C or D	The offered total of the Prices exclusive of VAT is	R [●]
	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:

Name & signature
of witness

Tenderer's CIDB registration number:

Date

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)	Eskom Holdings Limited
Name(s)	Registered office at Megawatt Park Maxwell Drive, Sandton, Johannesburg
Capacity	Senior Manager Western Grid Transmission Western Grid
for the Employer	Eskom Holdings SOC Limited Registered offices at Megawatt Park Maxwell Drive Sandton JHB
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

Name &
signature
of witness

Date

Senior Manager Western Grid
Transmission Western Grid
Eskom Holdings SOC Limited
Registered Offices at Megawatt Park
Maxwell Drive Sandton JHB

C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	B: Priced contract with bill of quantities
	and secondary Options	W1: Dispute resolution procedure
		X1 Price adjustment for inflation
		X2 Changes in the law
		X5: Sectional Completion
		X7: Delay damages
		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):	NTCSA 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)	Mr Nyaniso Mfeketho
	Address	Eskom Blankenberg Vlei R64 Boshoff Road Kimberley 8301
	Tel	043 703 5171
	Fax	n/a
	e-mail	mfeketn@ntcsa.co.za
10.1	The <i>Supervisor</i> is: (Name)	Mr Nyaniso Mfeketho
	Address	Eskom Blankenberg Vlei R64 Boshoff Road Kimberley 8301
	Tel No.	043 703 5171

Fax No. n/a

e-mail mfeketn@ntcsa.co.za

11.2(13)	The <i>works</i> are	Provision of Maintenance and Refurbishment Services in the Western Cape and Northern Cape Western Grid on “as and when required basis
11.2(14)	The following matters will be included in the Risk Register	Accidents/Incidents/Injuries/Near Misses
11.2(15)	The <i>boundaries of the site</i> are	Northern Cape and Western Cape Substations within the boundaries of the Western Grid.
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	2 (Two) weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

3 Time

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBC		
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i>		<i>key date</i>
		1	Safety and Environmental File Approval	[•]
		2		[•]
			Submission of an acceptable programme to the <i>Project Manager</i> for his acceptance	[•]
				[•]
		4		[•]
		5		[•]
		6	[•]	
30.1	The <i>access dates</i> are:	Part of the Site		Date
		1	Northern Cape	Starting date of the contract

		2	Western Cape Substations	Starting date of the contract
		3		
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.		
31.2	The <i>starting date</i> is	TBC		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	24hrs upon request (To be agreed by both parties).		
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	Fifty-two (52) weeks after Completion of the whole of the <i>works</i> .		
43.2	The <i>defect correction period</i> is	Two (2) weeks		
5	Payment			
50.1	The <i>assessment interval</i> is	between the 15 th and 20 th day of each successive month, after completion.		
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 (Four) weeks after receipt of a valid Tax 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) The place where weather is to be recorded is: **N/A**

The *weather measurements* to be recorded for each calendar month are,

The *weather measurements* are supplied by

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

N/A

and which are available from:

60.1(13) Assumed values for the ten-year return *weather data* for each *weather measurement* for each calendar month are:

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 *Employer's* risks

1. Death of / personal injury to the *Employer's* personnel
2. Loss of / damage to the employers existing property in excess of limits stated in clause X18.2

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

60.6 The *method of measurement* is [Standard System of Measurements] published by [ASQS] and amended as stated in Part C2.1, Pricing Assumptions.

11 Data for Option W1

W1.1 The *Adjudicator* 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).
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	Cape Town, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation	Prices remain fixed and firm for the first sixteen (16) months from the base date .Thereafter, from month 17 onwards the CPA will be adjusted and applied on annual basis.
		Ruling month will be one month prior the invoice date.
		.
X1.1	The Base date for indices is	Month prior tender closing
	The proportions used to calculate the Price Adjustment Factor are:	proportion linked to index for Index prepared l
		75% [•] Table c3A [•] SEIFSA
		10%. [•] Table L-1(B) [•]SEIFSA
		0. [•] [•]
		0. [•] [•]
		15% . [•] fixed [•]
		-
X2	Changes in the law	
X2.1	A change in the law of	Republic of South Africa is a compensation event if it occurs after the Contract Date.
X5	Sectional Completion	
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	
		Section Description

		1		
		2		
		3		
		4.		
		5.		
X7	Delay damages			
X7.1	Delay damages for late Completion of the sections of the works are:	section	Description	Amount per day
		1	Daily Penalty	0.15% of the Purchase order.
		2		
		3		
		4		
		5		
	Remainder of the works			
	The total delay damages payable by the Contractor does not exceed:	0.15% per calendar day (including weekends and public holidays) up to a maximum of 10% of the purchase order		
X16	Retention			
X16.1	The retention free amount is			
	The retention percentage is	5% of the purchase order		
X18	Limitation of liability			
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to:	R0.0 (zero Rand)		
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:	the amount of the deductibles relevant to the event		
X18.3	The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of - the total of the Prices at the Contract Date and - the amounts excluded and unrecoverable from the Employer's 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 • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the works, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	(i) [7] years after the <i>defects date</i> for latent Defects and (ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter. A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <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.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z15 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	
Z2	Joint ventures	

- Z2.1 If the *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	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance
Loss of or damage to Equipment	The replacement cost
Liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract	<u>Loss of or damage to property</u> <u>Employer's property</u> The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance <u>Other property</u> The replacement cost <u>Bodily injury to or death of a person</u> The amount required by applicable law
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their	The amount required by the applicable law

employment in connection with this contract	
---	--

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

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

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

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

- Z15.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z15.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z15.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z15.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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:	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	

	Data for Schedules of Cost Components	
B	Priced contract with bill of quantities	
41 in SSCC	The percentage for people overheads is:	1
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is	
22 in SSCC	The rates of other Equipment are:	
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates.	
62 in SSCC	The percentage for design overheads is	
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	N/A

PART 2: PRICING DATA
ECC3 Option B

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option B	3
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 - 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.

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*

NTCSA

Secondary Plant Maintenance and Refurbishment contract for a 3-year duration

Preamble

1. The Tenderer is advised to read and understand all aspects and documentation associated with this Enquiry BEFORE inserting his Prices and or Rates and or Amounts.
2. The pricing schedule provides the basis of all valuations of the work, price adjustment (CPA) and general progress monitoring.
3. The amount due at each application for payment is based as measured in terms of the bill of quantities. The Contractor provides all necessary information which is required to determine amounts due at each application for payment relative to the completed works
4. The total of the prices includes for all direct and indirect costs, overheads, profits, on costs, risks, liabilities, obligations, etc. relative to the contract.
5. All values are total values prior to any retention and excludes VAT. Retention is not calculated in the forecast rate of payment Bill (FRP).
6. Tenderer to check and take responsibility for all descriptions, formulae and structure of this file.

A Free issue of Material by the Employer

Tenderers are advised that the Employer may provide certain Free Issue Materials and or Components and or Plant and or Equipment to the Contractor at no cost to the Contractor. The Contractor shall price for the taking delivery, protection, inspection, testing, storing as required and installation complete as more fully described within this Enquiry Documentation.

B Guidance before pricing and measuring

C Method of Measurement

- Tenderers shall price the items, taking account all of the information within and associated with the tender documents and shall include for all matters, which are at the Contractors risk.
- All enquiry documents supplied must be considered for pricing the items in the Bills of Quantities for the completion of the works.
- Unless otherwise stated, items are measured net in accordance with the contract drawings, and no allowance has been made for waste or bulking or compaction or evaporation or loss by any means whatsoever.
- The quantities contained in the bill of quantities are provisional and shall not be used for ordering purposes. No claims whatsoever, however arising will be entertained, should the bill of quantities have been used for ordering and or procurement purposes.

D RATES AND PRICES

- The tenderers must insert prices for all activities and calculate the prices thereof even in the event of a zero (NIL) quantity.
- Blank/omitted/empty rates will be assumed to be zero (NIL) Rands i.e. R0.00
- Rates and Prices shall be expressed to two decimal places (i.e. cents) except in the case of a NIL rate or price.

- The Tenderers Rates and Prices shall be inserted in the bill of quantities are deemed to be the fully inclusive Rates and Prices to the Employer for the work described under the several items. Such Rates and Prices shall cover all costs and expenses that may be required in, and for the prompt and efficient and safe execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in this Enquiry document.
- Rates and Prices for items which are required to be inserted in the bill of quantities by the Tenderer, and which have not been duly inserted, are deemed to be covered by other Rates and Prices in the bill of quantities.
- The Tenderers omission to insert Rates and Prices shall not be deemed to be a qualified exclusion to execute such work, activity or responsibility.
- The Rates and Prices are deemed to include (unless otherwise specifically stated in the bill of quantities or herein) all the relevant costs associated with the Clauses of Contract as amended and shall include but not be limited to the following cost components:
- The Tenderer is deemed to have obtained all the necessary information required to adequately price the scope of work associated with this Enquiry and no claim shall be considered resulting from lack of knowledge in this respect.

Preliminaries

Item nr	Description	Unit	Expected Quantity	Rate	Price
	SECTION NO. 1				
	BILL NO. 1				
	PRELIMINARIES AND GENERAL				
	The following items should be priced under preliminaries and generals				
	GENERAL				
	Overtime				
	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Service Provider unless the authorised Eskom Official has specifically authorized in writing, prior to the execution thereof.				
	The supply of equipment will be free issued by NTCSA to include the following:				

	Transport, conveying, cartage, carriage and delivery, etc.				
	Taking delivery, unloading, storing, unpacking, hoisting or lowering and handling				
	Where the area is highlighted, the tenderer is required to not price the item.				
	Removal and Making Good of Temporary Works, etc., on Completion				
	The Service Provider shall remove all (except where specifically stated otherwise) temporary Works, roads, services and the like used for this Contract and shall make good to the entire satisfaction of the authorised Eskom Official any damage resulting therefrom.				
	SHE requirements				
	The Service Provider shall take the necessary steps to ensure that all workmen employed on the Works comply with regulations regarding the wearing of Personal Protective Equipment as per NTCSA's PPE Matrix.				
	The Service Provider will provide mandatory OHS Training to all workmen before the commencement of the works. All Workers employed during the contract shall also receive training before gaining access to the site. e.g. SHE Representative, First Aid, Fire Fighting, risk assessment.				
	The Service Provider shall provide task specific training to his employees where a specific task is to be undertaken during the works period e.g. Working at heights, Supervisory (OHS legal liability).				
	The Service Provider must provide the necessary communication tools in the case of emergency; these tools must be kept on site.				
	The Service Provider shall take the necessary provisions for an emergency. This includes First aid boxes, fire extinguisher and emergency alarm in the case of an emergency on site. These essentials must be stored in places that are easily accessible.				

	The Service Provider must take the necessary steps to manage Incidents that occur on site. (meetings, training)				
	The Service Provider is to appoint a competent person as a SHE Officer for the duration of the project. The SHE Officer must carry out all of the services and duties required.				
1	Project requirements and Contractual obligation.				
1.1	Compiling, submission and management and maintenance of SHEQ file. Once a year.	Sum	1		
1.2	Equipment's and plant (e.g. omicron test sets, toolbox, voltage measuring, primary injection test sets etc) Provide Shorter schedule of Cost Components sheet with rates				
1.3	Call-out fee	Each			
2	Medical tests for employees for the duration of the contract per employee.				
2.1	Entrance medical test.	Sum	1		
2.2	Periodic medical test (once a year)	Annually	3		
2.3	Exit medical test.	Sum	1		
3	Transport				
3.1	'Payment for transport/traveling will be paid in excess of 50km radius	km	1		
4	Testing				
4.1	Test equipment per day	Item	1		
4.2	Test results and reports	Item	1		
	SECTION NO. 2				
	BILL NO. 2				
	SCHEDULE OF RATE				
	PREAMBLES				
	The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles.				

	SUPPLEMENTARY PREAMBLES				
	Rate approvals:				
	The tenderer is advised that any rate that is required for new work must include the following breakdown:				
	Material, labour, plant, wastage, transport and profit.				
	Rate approvals must be authorised by the NTCSA Official prior to work being carried out.				
	Where the area is highlighted, the tenderer is required to not price the item.				
	Overtime work and normal work:				
	The tenderers are advised that the following works may be done during normal working hours as well as after normal working hours. Tenderers must make due allowance for these working hours in the pricing as no claims will be entertained in this regard.				
	HOURLY RATES				
	The tenderer is advised that the following items are Labour Rates for items not covered in this Bills of Quantities.				
	Tenderers are advised that all labour charges and transport charges must be procured from the closest to the effected site.				
	Any call out work commenced during working hours and completed after normal working hours will be compensated by using normal working hour rates only.				
	Any call out work commenced after normal working hours will be compensated by using after normal working hour rates only.				
	Prior written approval must be received from the Tx Official prior to commencement of work.				
	NORMAL RATE - MAINTANANCE TEAM				
	VT and CVT measurement - Senior Technician	1	hr		

	Protection scheme maintenance and telecontrol/ SCADA equipment maintenance - Senior Technician	1	hr		
	Protection scheme maintenance and telecontrol/ SCADA equipment maintenance - Junior Technician (x2)	1	hr		
	Breaker decommissioning and commissioning - Senior Engineer	1	hr		
	Breaker decommissioning and commissioning - Senior Technician	1	hr		
	Breaker decommissioning and commissioning - Junior Technician	1	hr		
	Current transformer decommissioning & commissioning - Senior Engineer	1	hr		
	Current transformer decommissioning & commissioning - Senior Technician	1	hr		
	Current transformer decommissioning & commissioning - Senior Technician	1	hr		
	Current transformer decommissioning & commissioning - Junior Technician (x2)	1	hr		
	HV Transformer decommissioning & commissioning - Senior Engineer	1	hr		
	HV Transformer decommissioning & commissioning - Senior Technician	1	hr		
	HV Transformer decommissioning & commissioning - Junior Technician (x2)	1	hr		
	Reactor decommissioning and commissioning :275kv, 400kv, 756 kv - Senior Engineer	1	hr		
	Reactor decommissioning and commissioning :275kv, 400kv, 756 kv - Senior Technician	1	hr		
	Reactor decommissioning and commissioning :275kv, 400kv, 756 kv - Junior Technician (x2)	1	hr		
	HV Transformer decommissioning & commissioning - Senior Engineer	1	hr		
	HV Transformer decommissioning & commissioning - Senior Technician	1	hr		
	HV Transformer decommissioning & commissioning - Junior Technician (x2)	1	hr		
	Reactor decommissioning and commissioning :275kv, 400kv, 756 kv - Senior Engineer	1	hr		

	Reactor decommissioning and commissioning :275kv, 400kv, 756 kv - Senior Technician	1	hr		
	Reactor decommissioning and commissioning :275kv, 400kv, 756 kv - Junior Technician (x2)	1	hr		
	'Substation Refurbishment/commissioning: Western Grid - Senior Engineer	1	hr		
	Substation Refurbishment/commissioning: Western Grid - Senior Technician	1	hr		
	Substation Refurbishment/commissioning: Western Grid - Junior Technician	1	hr		
	Safety officer	1	hr		
	SATURDAY/ PUBLIC HOLIDAY RATE - MAINTANANCE TEAM				
	VT and CVT measurement - Senior Technician	1	hr		
	Protection scheme maintainance and telecontrol/ SCADA equipment maintainance - Senior Technician	1	hr		
	Protection scheme maintainance and telecontrol/ SCADA equipment maintainance - Junior Technician (x2)	1	hr		
	Breaker decommissioning and commissioning - Senior Engineer	1	hr		
	Breaker decommissioning and commissioning - Senior Technician	1	hr		
	Breaker decommissioning and commissioning - Junior Technician	1	hr		
	Current transformer decommissioning & commissioning - Senior Engineer	1	hr		
	Current transformer decommissioning & commissioning - Senior Technician	1	hr		
	HV Transformer decommissioning & commissioning - Junior Technician (x2)	1	hr		
	Reactor decommissioning and commissioning :275kv, 400kv, 756 kv - Senior Engineer	1	hr		
	Reactor decommissioning and commissioning :275kv, 400kv, 756 kv - Senior Technician	1	hr		

	Reactor decommissioning and commissioning :275kv, 400kv, 756 kv - Junior Technician (x2)	1	hr		
	'Substation Refurbishment/commissioning: Western Grid - Senior Engineer	1	hr		
	Substation Refurbishment/commissioning: Western Grid - Senior Technician	1	hr		
	Substation Refurbishment/commissioning: Western Grid - Junior Technician	1	hr		
	SUNDAY RATE - MAINTANANCE TEAM				
	VT and CVT measurement - Senior Technician	1	hr		
	Protection scheme maintainance and telecontrol/ SCADA equipment maintainance - Senior Technician	1	hr		
	Protection scheme maintainance and telecontrol/ SCADA equipment maintainance - Junior Technician (x2)	1	hr		
	Breaker decommissioning and commissioning - Senior Engineer	1	hr		
	Breaker decommissioning and commissioning - Senior Technician	1	hr		
	Breaker decommissioning and commissioning - Junior Technician	1	hr		
	Current transfoer decommissioning & commissioning - Senior Engineer	1	hr		
	Breaker decommissioning and commissioning - Senior Technician	1	hr		
	Current transfoer decommissioning & commissioning - Junior Technician (x2)	1	hr		
	HV Transfoer decommissioning & commissioning - Senior Engineer	1	hr		
	HV Transfoer decommissioning & commissioning - Senior Technician	1	hr		
	Reactor decommissioning and commissioning :275kv, 400kv, 756 kv - Senior Engineer	1	hr		
	Reactor decommissioning and commissioning :275kv, 400kv, 756 kv - Senior Technician	1	hr		
	Reactor decommissioning and commissioning :275kv, 400kv, 756 kv - Junior Technician (x2)	1	hr		

	'Substation Refurbishment/commissioning: Western Grid - Senior Engineer	1	hr		
	Substation Refurbishment/commissioning: Western Grid - Senior Technician	1	hr		
	Substation Refurbishment/commissioning: Western Grid - Senior Technician	1	hr		
	Safety officer	1	hr		
	SUMMMARY				
1.	PRELIMINARIES & GENERAL				
2.	LABOUR RATES				

The total of the Prices

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER'S WORKS INFORMATION

Item Number	Description
1.	VT and CVT Measurement
2.	Protection scheme Maintenance and Measurement
3.	Breaker decommissioning and commissioning

Contents

Offer	3
[Scope of work]	Error! Bookmark not defined.
Acceptance	4
Schedule of Deviations to be completed by the <i>Employer</i> prior to contract award	5
Part two - Data provided by the <i>Contractor</i>	20
Clause	20
Statement	20
Data	20
Data for Schedules of Cost Components	21
Part 2: Pricing Data	22

1 Description of the works

1.1 Executive overview

SECONDARY PLANT EQUIPMENT	SCOPE OF WORK	RESOURCES
VT & CVT Measurement:22kV 66kV 88kV 132kV 220kV 275kV 400kV 765kV	The team will be measuring the Voltages and keep the reading records. Fluke Meter tester and spanner	➤ SNR Technician (1) ➤ Voltage Measuring metre (1) ➤ Toolbox (Technician Toolbox e.g. CHRISTENSEN TOOLS)
Protection scheme Maintenance, Measurements and Telecontrol/SCADA equipment maintenance and repairs	The team will be Testing, maintain and repair protection scheme, Measurement meters and Telecontrol/SCADA equipment - Omicron Test sets - Technician Toolbox e.g. CHRISTENSEN TOOLS	➤ SNR Technician (1) ➤ Jnr Technician (2) ➤ Protection scheme test set e.g. Omicron test set ➤ Toolbox (Technician Toolbox)
Breaker decommissioning and commissioning	The team ensure the breaker Open, Isolated and earthed. Ensure the DC is off and Start with disconnecting the wires on the breaker and once the new breaker installed, they will conduct the breaker tests and commission it as NTCSA breaker commissioning procedure. - Omicron Test sets - Technician Toolbox e.g. CHRISTENSEN TOOLS	➤ Snr Engineer (1) ➤ SNR Technician (1) ➤ Jnr Technician (2) ➤ Protection scheme test set e.g. Omicron test set. ➤ Toolbox - Technician Toolbox e.g. CHRISTENSEN TOOLS
Voltage Transformer (VT & CVT) decommissioning and commissioning:	The team ensure the breaker Open, Isolated and earthed. Start with disconnecting the wires on the Current Transformer and once the new	➤ Snr Engineer (1) ➤ SNR Technician (1) ➤ Jnr Technician (2)

	Current Transformer installed, they will conduct the Current Transformer tests and commission it as NTCSA Current Transformer commissioning procedure. • Omicron Test sets Technician Toolbox e.g. CHRISTENSEN TOOLS	➤ Protection scheme test set e.g. Omicron test set ➤ Toolbox ➤ Primary injection Test set
Current Transformer decommissioning and commissioning:	The team ensure the breaker Open, Isolated and earthed. Start with disconnecting the wires on the Current Transformer and once the new Current Transformer installed, they will conduct the Current Transformer tests and commission it as NTCSA Current Transformer commissioning procedure. • Omicron Test sets • Technician Toolbox e.g. CHRISTENSEN TOOLS	➤ Snr Engineer (1) ➤ SNR Technician (1) ➤ Jnr Technician (2) ➤ Protection scheme test set e.g. Omicron test set ➤ Toolbox ➤ Primary injection Test set
HV Transformers decommissioning and commissioning	The team ensure the breaker Open, Isolated and earthed. Ensure the DC is off and Start with disconnecting the wires on the HV Transformers and once the new HV Transformers installed they will conduct the HV Transformers tests and commission it as NTCSA HV Transformers commissioning procedure. • Omicron Test sets • Technician Toolbox e.g. CHRISTENSEN TOOLS	➤ Snr Engineer (1) ➤ SNR Technician (1) ➤ Jnr Technician (2) ➤ Protection scheme test set e.g. Omicron test set ➤ Toolbox (Technician Toolbox e.g. CHRISTENSEN TOOLS) ➤ Primary injection Test set
Reactor decommissioning and commissioning: 275kV 400kV 765kV	The team ensure the breaker Open, Isolated and earthed. Ensure the DC is off and Start with disconnecting the wires on the Reactor and once the new Reactor installed, they will conduct the Reactor tests and commission it as NTCSA Reactor commissioning procedure. • Omicron Test sets	➤ Snr Engineer (1) ➤ SNR Technician (1) ➤ Jnr Technician (2) ➤ Protection scheme test set e.g. Omicron test set ➤ Toolbox ➤ Primary injection Test set

	Technician Toolbox e.g. CHRISTENSEN TOOLS	
Substation Refurbishment/commissioning: Western Grid	The team ensure the breaker Open, Isolated and earthed. Ensure the DC is off and start with disconnecting the wires on the Plant and once the new Plant installed, they will conduct the tests and commission it as NTCSA Plant commissioning procedure. Install, terminate, test and connect secondary plant cables and armoured cables between primary plant equipment, termination boxes, junction boxes and control panels. • Omicron Test sets • Technician Toolbox e.g. CHRISTENSEN TOOLS	➤ Snr Engineer (1) ➤ SNR Technician (1) ➤ Jnr Technician (2) ➤ Protection scheme test set e.g. Omicron test set ➤ Toolbox (Technician Toolbox e.g. CHRISTENSEN TOOLS) ➤ Primary injection Test set

1.2 Employer's objectives and purpose of the works

Provision of Maintenance and Refurbishment Services in the Western Cape and Northern Cape Western Grid on "as and when required basis

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
SNR	Senior Technician
1hr	1 Hour
SoW	Scope of Work
NTCSA	National Transmission Company South Africa

2 Management and start up.

2.1 Management meetings

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.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick off meeting / Contractor Induction	Within 6 Weeks following contract award	Face to face (Northern Cape or Western Cape) or MS Teams	<i>Employer, Contractor, Agents and Others as required</i>
Adhoc Risk register	As and when required	Face to face (Northern Cape or Western Cape) or MS Teams	Employer, Contractor, Agents and Others as required
Overall contract progress and feedback	As and when required	Face to face (Northern Cape or Western Cape) or MS Teams	Employer, Contractor, Agents and Others as required
Close Out Meeting	As and when required	Face to face (Northern Cape or Western Cape) or MS Teams	Employer, Contractor, Agents and Others as required

2.2 Documentation control

The use of standard NEC forms, letters, templates must be used when issuing official communication.

The documentation supplied by the *Contractor* shall include be in both hard copy and electronic form. A minimum of three hard copies will be provided. Each document shall include, at a minimum, the following information.

- Title
- Status
- Revision
- References
- Purpose
- Description

2.3 Health and safety risk management

- Generation: Roley McIntyre
- Transmission: Tony Patterson
- Distribution: Alex Stramrood
- Enterprises: Jace Naidoo
- Corporate: Kerseri Pather

The Contractor shall at all times comply with the health and safety requirements prescribed by law as they may apply to the works. The Contractor shall comply with the health and safety requirements contained in in the following document:

- SHEQ policy – 32-727
- Eskom Procurement and Supply chain management procedure – 32-1034
- SHE Requirements for the Eskom Commercial process – 32-726
- Contractor health and safety requirements – 32-136
- Integrated SHE organisation: roles and responsibilities and statutory appointments – 32-296
- Life saving rules – 240-62196227
- Working at Heights – 32-418
- Eskom Vehicle safety specification – 32-345
- Employer's Health and Safety requirements- TST32-136

The authorization procedure for a permit to work shall be followed by the Contractor before commencing work on site. It is the Contractor's responsibility to ensure that a permit to work is obtained before access to the work can be given. It is the Contractor's responsibility to also ensure that the safety file has been audited by the Health and Safety Representatives before establishing site.

The Contractor must be in possession of current first aid certificate. All tools must have valid and current test certificates, which must be produced two weeks before site establishment.

The Contractor will only leave site once a written site instruction has been issued by an Eskom site representative. Working hours will be from 07h30 to 16h00 during weekdays (as per outages), weekend work to be carried out only on request by Eskom.

The Contractor is to have an Eskom certified and authorized person available in each area where work is being performed at all times in accordance with Eskom transmission standard TST32-136 contractor safety in a high voltage environment.

A complete safety and risk assessment must be done BEFORE the contractor starts works on site. If needed, the contractor is to visit the site at the Contractor's own cost before work commences to familiarize with the scope of works and to assess any safety issues.

The Contractor shall allow safe access for other contractors and Eskom personnel when required. The Contractor shall establish a refuse control system. All waste is to be collected and disposed of as required by Eskom and the local authority.

The Contractor shall make his own arrangements for the provision of accommodation for his employees.

2.4 Environmental constraints and management

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

- 240-43921804 - Environmental Management Tender Returnable Template
- 240-91214073- SHE Compliance Obligations / Legal and Other Requirements and Evaluation of Compliance Procedure
- 240-131562376 - Environmental Management Programme per each site
- 240-131655011-Environmental Aspects Register per each site
- 240-133087117-Environmental Incident Management Procedure
- Western Grid Environmental Emergency Preparedness Plan

2.5 Quality assurance requirements

The Contractor must provide a Quality Plan that includes the organisation's quality structure, procedures, method statements, inspection and test plans, audits, non-conformance control, and record-keeping. Witness and hold points are to be clearly identified in all relevant documents.

Quality requirements also apply to any work done outside the Affected Property, and the *Service Manager* must be given access to off-site facilities for inspections and audits.

The Contractor submits the Quality Plan and related QA documents to the Service Manager for acceptance before starting the associated work. Acceptance does not remove the Contractor's responsibility to comply with the Service Information.

If required, the Contractor must maintain an ISO-certified quality system, typically ISO 9001, and provide evidence of valid certification.

2.6 Programming constraints

A comprehensive and fully detailed programme is to be submitted by the supplier within 24 hours of request (to be agreed by both parties). and should be in MS Project format. Upon arrival on site the supplier to confirm that they have received the work order, outage ID and the settings before commencement of work.

The following dates shall be clearly reflected on the programme (To be confirmed).

Starting and completion dates for all activities as well as relevant key dates for hold or witness points. All relevant significant activities shall be shown in order to monitor the progress on site. The programme shall also reflect a 2-week period for inspection and correcting of Defects before the completion date.

Updated programmes must be available at all site meetings reflecting progress to date.

2.7 Contractor's management, supervision and key people

The Contractor is to submit an organogram showing all key people involved in the contract 7 days after contract award. All key personnel must be appointed in writing, must be current for the specific site and area of work and must be kept on file.

2.8 Invoicing and payment

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

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

- Name and address of the *Contractor* and the *Project Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4710303126;
- 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;

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

A tax invoice shall be submitted on completion of the works in the format required. A breakdown of all work completed during the previous period shall be attached. Invoicing and relevant details will be discussed at site hand-over meeting. Payments will be processed once all completion certificates and invoices are submitted

All quantities claimed must be verified and signed on the 20th of each month or within 1 week after each sectional completion and the signed BOQ must accompany the invoice which should be submitted to the PM before the 25th of each month. Late invoices will be deferred to the following month and no concessions will be made

Invoices to be sent to:

WesternGridGRs@eskom.co.za

and cc mfeketn@ntcsa.co.za and hermanv@ntcsa.co.za

All electronic invoices must be sent in PDF format only. All queries and follow-up on invoice payments should be made by contacting the FSS Contact Centre at +27 11 800 5060 or email fss@eskom.co.za

2.9 Insurance provided by the *Employer*

Refer to Core Clause 87.1

2.10 Contract change management

Where standard forms are available, they should be used.

2.11 Provision of bonds and guarantees

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

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

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

Defined costs are actual costs incurred by the *Contractor*. These costs should not include profit or company overheads. All compensation events will only be paid on defined costs.

In an event of labour costs, the *Contractor* is required to provide pay slips of the employees used. The labour mark-up indicated in this contract will be added to these actual costs to form the final value of the compensation event.

In the event that the *Contractor* is required to supply anything other than people, the *Contractor* is required to provide a copy of his *Contractors* invoice. The profit and overhead mark-up indicated in this contract will be added to these actual costs to form the final value of the compensation event.

Copies of payslips and *Contractors* invoices are to accompany the requests for compensation events. The *Contractor* shall under no circumstances refuse additional work on the basis of costs as defined above

2.13 Training workshops and technology transfer

Not applicable

3 Engineering and the *Contractor's* design

Not applicable

3.1 *Employer's* design

Not applicable

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

Not applicable

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

- Not applicable

3.4 Other requirements of the *Contractor's* design

- Not Applicable

3.5 Use of *Contractor's* design

- Not Applicable.

3.6 Design of Equipment

- Not Applicable

3.7 Equipment required to be included in the *works*

Contractor is required to supply all the equipment required to complete the works.

3.8 As-built drawings, operating manuals and maintenance schedules

NTCSA to provide the supplier site drawings and maintenance manual before the commencement of work.
Any mark ups identified during the execution of the works must be submitted to the NTCSA Project Manager.

4 Procurement

4.1 People

4.1.1 All personnel employed by the *Contractor* must be qualified, competent, and experienced to perform their assigned duties safely and effectively.

Role	Minimum Qualification	Minimum experience
Electrician	Certified Electrician License	3 years electrical maintenance
Plumber	Plumbing Trade Certificate	3 years plumbing work
General Technician	Relevant Technical Certificate	2 years general maintenance
Health & Safety Officer	OHS Certification	2 years in safety compliance
Project Manager	Degree/Diploma in Construction Management	5 years managing refurbishment projects

4.1.2 BBBEE and preferencing scheme

The Contractor shall:

Maintain the Required B-BBEE Recognition Level for the duration of the Agreement.

Provide NTCSA with a valid Verification Certificate and such other information as NTCSA may reasonably request, in respect of which the Contractor claims maintenance for the duration of the Agreement of the Required B-BBEE Recognition Level. For the purpose of this clause "verification Certificate" means a verification certificate and the accompanying documentary proof confirming the B-BBEE Status of a particular entity as issued by an accredited verification agency.

Comply with and fulfil its obligations in respect of the Supplier Development and Localisation and the Industrialisation Programme (the latter, if any) in accordance with and as provided for in the Supplier's SD&L & Localisation Obligations Schedule.

Without limiting or derogating from Eskom's other rights under the Agreement including NTCSA's rights to terminate the Agreement, NTCSA shall be entitled to claim (and to deduct from the consideration payable) a penalty equal to ZAR 300 000.00 (three hundred thousand Rand) if the Contractor fails to maintain the Required B-BBEE Recognition Level for the Stated Time; subject to the proviso, however, that the penalty shall not be applied if the Contractor re-achieves the Required B-BBEE Recognition Level within 184 days of first losing it and thereafter maintains the Required B-BBEE Recognition Level for the balance of the Agreement.

4.2 Plant and Materials

4.2.1 Quality

The Contractor shall control his activities and processes in accordance with Eskom's Quality Requirements for Procurement of Assets, Goods & Services QM 58, as amended.

4.2.2 Plant & Materials provided "free issue" by the *Employer*

The Employer may provide certain plant, equipment, or materials on a "free issue" basis for use by the *Contractor* in delivering the Service. *The Contractor* shall inspect all Employer-supplied items upon receipt and confirm their condition in writing.

The Contractor is responsible for the safe custody, proper use, and maintenance of all *Employer* supplied plant and materials while in its possession. Any loss or damage caused by the *Contractor's* negligence or misuse shall be repaired or replaced at the *Contractor's* cost.

The Contractor shall not use Employer supplied items for any purpose other than the Service without prior written consent.

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

- *The Contractor* shall procure all plant, equipment, and materials required for the works in accordance with the contract specifications and standards.
- All items must be delivered in line with the Accepted Programme to prevent delays.
- Certificates of compliance, test reports, and datasheets must be submitted for Employer verification.
- *The Contractor* is responsible for proper storage, handling, and protection of all plant and materials.
- Any substitutions must be approved by the Employer before use.
- *The Contractor* remains liable for the performance and compliance of all procured items.

4.2.4 **Spares and consumables**

- *The Contractor* shall provide all consumables necessary for the proper execution, testing, and commissioning of the works. NTCSA to supply all spares.
- Quantities and types must be sufficient to cover initial installation, testing, commissioning, and any rectification works.
- All items must be delivered in accordance with the Accepted Programme and stored appropriately on site to prevent damage or loss.
- The Contractor is responsible for maintaining records of spares and consumables supplied, including certificates of compliance where applicable. All unused spares to be returned to NTCSA. **Any substitutions or changes to specified items must be approved by the *Employer* before use**

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4.3 **Tests and inspections before delivery**

The *Contractor* does not bring to the Working Areas those Plant and Materials which the Works Information states are to be tested or inspected before delivery until the *Supervisor* has notified the *Contractor* that they have passed the test or inspection

4.4 **Marking Plant and Materials outside the Working Areas:**

Not Applicable

4.5 ***Contractor's* Equipment (including temporary works).**

- *The Contractor* shall provide all equipment, machinery, tools, and temporary works necessary for the execution of the works.
- Equipment and temporary works must comply with contract specifications, statutory requirements, and safety standards.
- *The Contractor* is responsible for proper storage, handling, operation, and maintenance throughout the project.
- Any deviations or substitutions require Employer approval prior to use.
- *The Contractor* remains fully responsible for performance, safety, and compliance of all equipment and temporary works.

4.6 Cataloguing requirements by the Contractor

Not applicable

5 Construction

5.1 Temporary works, Site services & construction constraints

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

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

Entry to the site is governed by the Grid's Engineering Assistant and the Contractor shall adhere to all regulations given. All employees are to sign the Workers declaration on entering and leaving the working area. The Contractor is to have an Eskom certified and authorized ORHVS person available on site at all times in accordance with Eskom's Construction Safety, Health and Environmental Management 32-136, as amended.

The authorized ORHVS person is to have a valid first aid level 2 certificate. The authorization procedure for a permit to work shall be done before the Contractor commences work on site. It is the Contractor's responsibility to ensure that the authorization procedure for a permit to work is obtained before access to the work can be given. The Contractor will be required to have an Eskom certified and authorized ORHVS person available in each area where work is being performed.

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

Not Applicable

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

The Contractor is to supply Eskom with Police clearance for all the employees on site before Work commences. The normal working hours shall be from 07:30 am to 04:00 pm. Any work done outside this duration must be arranged through the project Manager.

5.1.4 Health and safety facilities on Site

The Contractor is to provide his own toilet facilities on site and ensure that these facilities are kept in a clean condition to Eskom's satisfaction.

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

The Contractor shall control his activities and processes in accordance with Eskom's Environmental Requirements TST41-120. The Contractor shall establish a refuse control system. All waste is to be collected and disposed of as required by Eskom and the Local Authority.

5.1.6 Title to materials from demolition and excavation

All rubble and other materials must be classified, weighed and transported to a registered dumping site.

5.1.7 Cooperating with and obtaining acceptance of Others

- The *Contractor* must cooperate fully with Others (e.g., other contractors, authorities, utilities, or stakeholders) who may be working on or near the site.
- *The Contractor* must coordinate activities, share relevant information, and avoid interference with the work of Others.
- Where required by the Works Information, the *Contractor* must obtain acceptance from *Others* before proceeding with specific activities or interfaces.
- Any required access, permits, approvals, or clearances from *Others* must be secured in accordance with the programme and contractual obligations.
- *The Contractor* remains responsible for managing these interactions so that they do not cause delay to the *Employer*.

5.1.8 Publicity and progress photographs

Warning signs and notices must be clearly displayed at all sites where work is taking place. It is the responsibility of the *Contractor* to ensure that all its workers and visitors adhere to all signs.

No photographs are to be taken without the permission of the Site Manager or E.A.

5.1.9 Contractor's Equipment

All equipment must be registered in the equipment register and as per 32-136. *The Contractor* is responsible for his own insurance of his equipment. *The Contractor* is to take stock of his material and equipment on a regular basis and any shortage to be reported to the *Project Manager* immediately, stating if it is hired or owned.

5.1.10 Equipment provided by the Employer

Not applicable.

5.1.11 Site services and facilities

The Employer shall make available the site services and facilities specified in this Service Information, such as water, electricity, and welfare facilities, for use by the *Contractor* during the execution of the Service. The *Contractor* shall use these services responsibly and solely for the purposes of the Service.

The Contractor shall provide any additional services or facilities required for its operations unless otherwise stated in this Service Information. *The Contractor* is responsible for maintaining any temporary facilities it installs and for removing them upon completion of the Service.

5.1.12 Facilities provided by the Contractor

The Contractor shall provide all site services and facilities necessary for the execution of the Service that are not expressly stated as being provided by *the Employer* in this Service Information. This includes, but is not limited to, temporary power supply, water, lighting, welfare facilities, storage areas, and any other resources required for the safe and efficient performance of the Service.

The Contractor shall ensure that all facilities comply with statutory requirements, health and safety regulations, and environmental standards. *The Contractor* is responsible for maintaining these facilities in good condition and removing them upon completion of the Service

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

The Contractor carries out all tests and inspections required in the Service Information and gives the Service Manager advance notice so they can attend. The *Service Manager* may witness tests, instruct additional tests, and accepts or rejects results based on compliance. Other authorised parties may also witness or conduct tests as required by law or the Service Information. If any test fails, *the Contractor* corrects the defect and repeats the test **Survey control and setting out of the works**

The Contractor is responsible for setting out the works.

5.1.14 Excavations and associated water control

Not applicable.

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

Not applicable.

5.1.16 Control of noise, dust, water and waste

The Contractor shall implement all necessary measures to control noise, dust, water discharge, and waste generation during the execution of the Service. These measures shall comply with statutory requirements, environmental regulations, and the Employer's site-specific rules as stated in this Service Information.

The Contractor shall ensure that noise levels are kept within permissible limits, dust is suppressed using appropriate methods, and water discharge does not cause pollution or flooding. Waste shall be managed responsibly, segregated where required, and disposed of at approved facilities

5.1.17 Sequences of construction or installation

As per approved programme.

5.1.18 Giving notice of work to be covered up

The project Manager will issue the notice of work to be covered as per the agreed schedule.

5.1.19 Hook ups to existing works

The Contractor carries out all activities needed to connect new service elements to the existing works in accordance with the Service Information. This includes planning, coordination, method statements where required, and compliance with all constraints.

The Contractor must protect existing assets, issue early warnings for risks, obtain acceptance for any shutdowns or service interruptions, and cooperate with the *Employer* and others during the work. After completing the hook-up, *the Contractor* performs all required testing and commissioning and provides the results for certification.

5.2 Completion, testing, commissioning and correction of Defects

5.2.1 Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works. The *Project Manager* cannot certify Completion until all the work have been done and verified by the Project Manager.

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

Not applicable

5.2.3 Materials facilities and samples for tests and inspections

The Contractor provides all materials, samples, equipment, and facilities needed to carry out the tests and inspections stated in the Service Information. This includes supplying access, test samples, tools, instruments, and any temporary works or resources required for proper testing.

The Employer provides only those materials, facilities, or access arrangements that are specifically identified in the Service Information. If the Service Information does not allocate any items to the Employer, all resources for testing remain the Contractor's responsibility.

Description of tests and inspections

The Contractor carries out all tests and inspections required in the Service Information and gives the Service Manager advance notice so they can attend. The *Service Manager* may witness tests, instruct additional tests, and accepts or rejects results based on compliance. Other authorised parties may also witness or conduct tests as required by law or the Service Information. If any test fails, *the Contractor* corrects the defect and repeats the test.

5.2.4 Commissioning

Commissioning to be done by the supplier in the presence of the NTCSA Team and Project Manager.

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

As per NTCSA commissioning procedure.

5.2.6 Take over procedures

Supplier to issue a dead testing certificate.

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

The Project Manager arranges for the *Employer* to allow the Contractor access to and use of a part of the works which has been taken over if needed to correct a Defect.

5.2.8 Performance tests after Completion

The supplier to provide all test results and fully completed work order to the project manager and supervisor upon completion of works.

5.2.9 Training and technology transfer

Not applicable

5.2.10 Operational maintenance after Completion

Not applicable

6 Plant and Materials standards and workmanship

6.1 Investigation, survey and Site clearance

- The Contractor carries out all investigations, surveys and site clearance required by the Works Information.
- Activities include confirming site conditions, locating services, and identifying constraints that may affect the work.
- Site clearance is undertaken safely and in compliance with environmental, statutory and Employer requirements.

6.2 Building works

Not applicable

6.3 Civil engineering and structural works

Not applicable

6.4 Electrical & mechanical engineering works

As per the scope of work

6.5 Process control and IT works

Not applicable

6.6 Other

Not applicable

7 List of drawings

7.1 Drawings issued by the Employer

All applicable drawings will be issued to the supplier before the commencement of works.

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

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

Drawing number	Revision	Title

PART 4: SITE INFORMATION

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

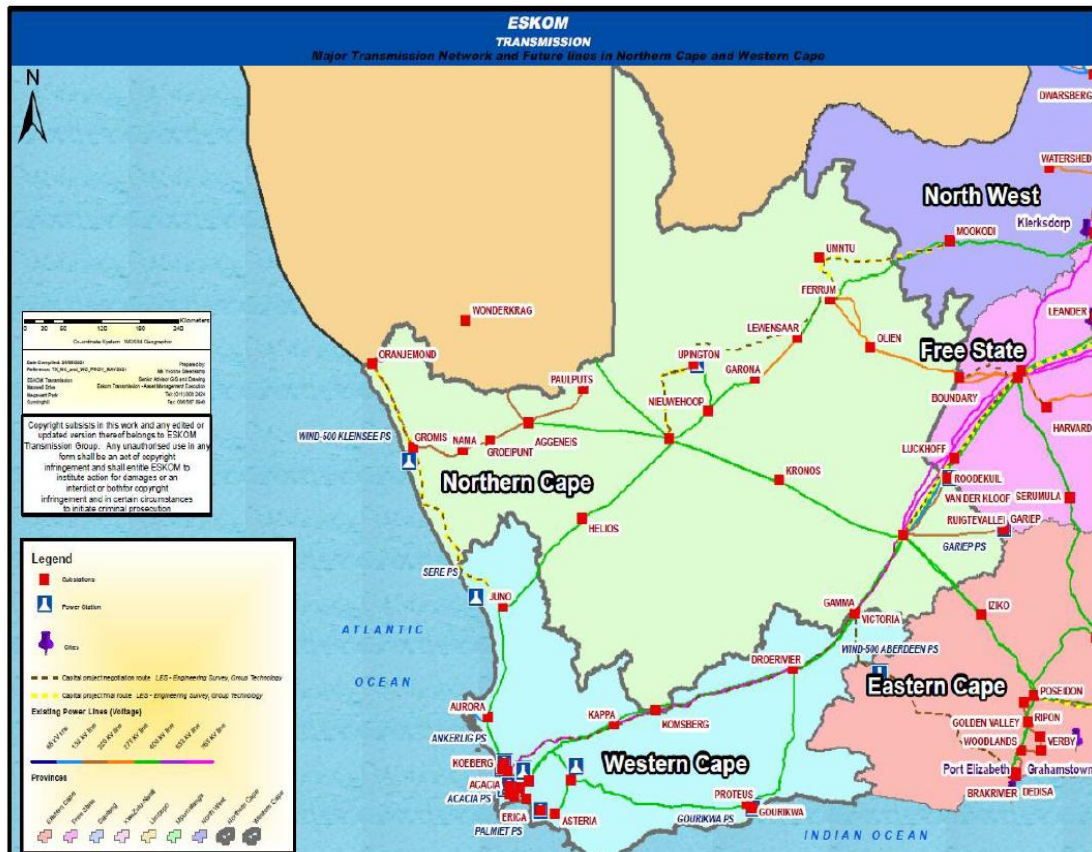
PART 4: SITE INFORMATION

5. General description

The works will be in the Northern Cape and Western Cape Substations within the boundaries of the Western Grid. All contractors must attend safety training and familiarization which will be provided by the Employers safety officer before commencement of any work on site.

NTCSA SITES

Northern Grid		Western Grid	
<u>Aggeneis Substation</u>	<u>NC</u>	<u>Ankerlig Substation</u>	<u>WC</u>
<u>Aries Substation</u>	<u>NC</u>	<u>Acacia Substation</u>	<u>WC</u>
<u>Ferrum Substation</u>	<u>NC</u>	<u>Aurora Substation</u>	<u>WC</u>
<u>Gamma Substation</u>	<u>NC</u>	<u>Bacchus Substation</u>	<u>WC</u>
<u>Garona Substation</u>	<u>NC</u>	<u>Droerivier Substation</u>	<u>WC</u>
<u>Gromis Substation</u>	<u>NC</u>	<u>Gourikwa Substation</u>	<u>WC</u>
<u>Groeipunt Substation</u>	<u>NC</u>	<u>Helios Substation</u>	<u>WC</u>
<u>Hydra Substation</u>	<u>NC</u>	<u>Juno Substation</u>	<u>WC</u>
<u>Koruson Substation</u>	<u>NC</u>	<u>Koeberg Substation</u>	<u>WC</u>
<u>Kronos Substation</u>	<u>NC</u>	<u>Komsberg Substation</u>	<u>WC</u>
<u>Lewensaar Substation</u>	<u>NC</u>	<u>Kappa Substation</u>	<u>WC</u>
<u>Nieuwehoop Substation</u>	<u>NC</u>	<u>Muldersvlei Substation</u>	<u>WC</u>
<u>Nama Substation</u>	<u>NC</u>	<u>Palmiet Substation</u>	<u>WC</u>
<u>Olien Substation</u>	<u>NC</u>	<u>Philippi Substation</u>	<u>WC</u>
<u>Oranjemund Substation</u>	<u>NC</u>	<u>Proteus Substation</u>	<u>WC</u>
<u>Paulputs Substation</u>	<u>NC</u>	<u>Pinotage Substation</u>	<u>WC</u>
<u>Roodekuil Substation</u>	<u>NC</u>	<u>Sterekus Substation</u>	<u>WC</u>
<u>Ruigtevallei Substation</u>	<u>NC</u>	<u>Stikland Substation</u>	<u>WC</u>
<u>Upington_MTS Substation</u>	<u>NC</u>	<u>Asteria Substation</u>	<u>WC</u>
		<u>Erica Substation</u>	<u>WC</u>



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

The works will be in the Northern Cape and Western Cape Substations within the boundaries of the Western Grid.

6. Subsoil information

N/A

7. Hidden services

In the event that any services are found this must be reported to the Project Manager immediately.

8. Other reports and publicly available information

Not applicable