



NEC3 Engineering & Construction Contract

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

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

for **The provision of Outside Plant MV Switchgear
Upgrade at Arnot Power Station for a period of 3
years**

Contents:

**No of
pages**

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

CONTRACT No. [Insert at award stage]

Part C1: Agreements & Contract Data

Contents:	No of pages
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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:

Outside Plant MV Switchgear Upgrade

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	(Insert name and address of organisation)	Date	
Tenderer's CIDB registration number (if applicable)			

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

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy signed between them of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)			
Name(s)			
Capacity			
for the Employer			
Name & signature of witness	(Insert name and address of organisation)	Date	

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)

Name &
signature
of witness

Date

C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2 Changes in the law
		X5: Sectional Completion
		X15: Limitation of <i>Contractor's</i> liability for design to reasonable skill and care
		X16: Retention
		X18: Limitation of liability
		X20: Key performance indicators
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	Eskom Holdings SOC Ltd (reg no: 2002/015527/30), a state-owned company incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg
10.1	The <i>Project Manager</i> is: (Name)	Donald Mabena
	Address	Private Bag X2 Rietkuil 1097
	Tel	
	Fax	
	e-mail	mabenadm@eskom.co.za

10.1	The <i>Supervisor</i> is: (Name)	Lesego Kehimile	
	Address	Private X2 Rietkuil 1097	
	Tel No.		
	Fax No.		
	e-mail		
11.2(13)	The <i>works</i> are	Arnot Outside Plant MV Switchgear Upgrade	
11.2(14)	The following matters will be included in the Risk Register	1.Access and Permit to work on site 2.Weather Conditions 3.Labour forums 4.Scaffolding – where Required 5.Cable routing. 6.Changes in Shutdown Schedule 7.Changes in engineering information that will impact overall project schedule. 8.Changes in connection with the BOM during the detailed design phase.	
11.2(15)	The <i>boundaries of the site</i> are	Arnot PowerStation Outside Plant	
11.2(16)	The Site Information is in	Part 4: Site Information	
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	1 week	
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	31 December 2030	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Detail Design	30 January 2027
		2 Design Approval	30 March 2027
30.1	The <i>access dates</i> are:	Part of the Site	Date
		1	
31.1	The <i>Contractor</i> is to submit a first		

	programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	[No data needed if this statement is included]
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the works.
43.2	The <i>defect correction period</i> is	1 week
	except that the <i>defect correction period</i> for	N/A
	and the <i>defect correction period</i> for	N/A
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and (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	Witbank

	recorded is:	
	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall average of 76mm per month
		the number of days with rainfall more than 10 mm: Six (6) days average per month
		the number of days with minimum air temperature less than 0 degrees Celsius: Five (5) days
		the number of days with snow lying at 09:00 hours South African Time: One (1) day
		the cumulative rainfall average of 76mm per month
	The <i>weather measurements</i> are supplied by	A third-party agency on behalf of the <i>Employer</i>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Witbank Weather Station
	and which are available from:	the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Employer</i>
60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	As stated in Annexure A to this Contract Data provided by the <i>Employer</i>. Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Access to Work Areas
		2. Material delivery
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with activity schedule	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
11	Data for Option W1	

W1.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address			
	Tel No.			
	Fax No.			
	e-mail			
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:	arbitration.		
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is	South Africa		
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	TBA		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		15%.	non-adjustable	
		50%	Table C3 (Labour)	SEIFSA
		5%	Table L2(B) (Transport)	SEIFSA
		30%	Table G1 (Electrical)	SEIFSA
		100%	TOTAL	

X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date
		1	11kV Station board 1	TBC
		2	11kV Station board 2	TBC
		3	11kV Conveyor board 1	TBC
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill & care	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X16	Retention (not used with Option F)			
X16.1	The <i>retention free amount</i> is	R.		
	The <i>retention percentage</i> is	5%		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R0.0 (zero Rand)		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	the amount of the deductibles relevant to the event		
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The greater of - the total of the Prices at the Contract Date and - the amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for correcting the Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as at contract date.		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	the total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for - Defects due to his design which arise before the Defects Certificate is issued, - Defects due to manufacture and fabrication outside the Site, - loss of or damage to property (other than the <i>works</i>, Plant and Materials),		

		• death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	(i) 2 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 Additional conditions of contract 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 <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of this contract.	
Z2.2	Unless already notified to the <i>Employer</i> , the persons or organisations notify the <i>Project Manager</i> within two weeks of the Contract Date of the key person who has the authority to bind the <i>Contractor</i> on their behalf.	
Z2.3	The <i>Contractor</i> does not alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without the consent of the <i>Employer</i> having been given to the <i>Contractor</i> in writing.	
Z3	Change of Broad Based Black Economic Empowerment (B-BBEE) status	
Z3.1	Where a change in the <i>Contractor's</i> legal status, ownership or any other change to his business composition or business dealings results in a change to the <i>Contractor's</i> B-BBEE	

	status, the <i>Contractor</i> notifies the <i>Employer</i> within seven days of the change.
Z3.2	The <i>Contractor</i> is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the <i>Project Manager</i> within thirty days of the notification or as otherwise instructed by the <i>Project Manager</i> .
Z3.3	Where, as a result, the <i>Contractor's</i> B-BBEE status has decreased since the Contract Date the <i>Employer</i> may either re-negotiate this contract or alternatively, terminate the <i>Contractor's</i> obligation to Provide the Works.
Z3.4	Failure by the <i>Contractor</i> to notify the <i>Employer</i> of a change in its B-BBEE status may constitute a reason for termination. If the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time). Should the <i>Contractor</i> disclose information to Others in terms of clause 25.1, the <i>Contractor</i> ensures that the provisions of this clause are complied with by the recipient.
Z4.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the <i>Project Manager</i> .
Z4.3	In the event that the <i>Contractor</i> is, at any time, required by law to disclose any such information which is required to be kept confidential, the <i>Contractor</i> , to the extent permitted by law prior to disclosure, notifies the <i>Employer</i> 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 <i>Contractor</i> 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 <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z4.5	The <i>Contractor</i> 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 <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z6	Health, safety and the environment: Add to core clause 27.4
Z6.1	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>works</i> . Without limitation the <i>Contractor</i> : • accepts that the <i>Employer</i> may appoint him as the "Principal Contractor" (as defined and

	provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site; - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of <i>works</i>; and - undertakes, in and about the execution of the <i>works</i>, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
Z6.2	The <i>Contractor</i> , in and about the execution of the <i>works</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
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 <i>Project Manager</i> in terms of core clause 51.1, the <i>Contractor</i> provides the <i>Employer</i> with a tax invoice in accordance with the <i>Employer's</i> procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.
Z7.2	If the <i>Contractor</i> does not provide a tax invoice in the form and by the time required by this contract, the time by when the <i>Employer</i> is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the <i>Employer</i> in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
Z7.3	The <i>Contractor</i> (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the <i>Employer's</i> VAT number 4740101508 on each invoice he submits for payment.
Z8	Notifying compensation events
Z8.1	Delete from the last sentence in core clause 61.3, "unless the <i>Project Manager</i> should have notified the event to the <i>Contractor</i> but did not".
Z9	<i>Employer's</i> limitation of liability
Z9.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00 (zero Rand)
Z9.2	The <i>Contractor's</i> entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the <i>Employer's</i> liability under the indemnity is limited.
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 <i>Contractor's</i> payment of delay damages reaches the limits stated in this Contract Data for Option X7 or Options X5 and X7 used together, the <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Works using the same procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table.

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 <i>Employer</i> may terminate the <i>Contractor's</i> obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the <i>Contractor</i> did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the <i>Employer</i> 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 <i>Employer</i> can terminate the <i>Contractor's</i> obligation to Provide the Services for this reason.
Z12.3	If the <i>Employer</i> terminates the <i>Contractor's</i> 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 <i>Employer</i> does not have a contractual bond with the Committing Party, the <i>Contractor</i> 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 <i>Contractor</i> provides the insurances stated in the Insurance Table A.	
	84.3	The insurances provide cover for events which are at the <i>Contractor's</i> risk from the <i>starting date</i> until the earlier of Completion and the date of the termination certificate.	
		INSURANCE TABLE A	
		Insurance against	Minimum amount of cover or minimum limit of indemnity
		Loss of or damage to the <i>works</i> , Plant and Materials	The replacement cost where not covered by the <i>Employer's</i> insurance The <i>Employer's</i> policy deductible, as Contract Date, where covered by the <i>Employer's</i> insurance
		Loss of or damage to Equipment	The replacement cost
		Liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) 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 employment in connection with this contract	The amount required by the applicable law
Z 13.2		Replace core clause 87 with the following: The <i>Employer</i> 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 <i>Employer</i> 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 <i>Employer</i> is solely responsible for and indemnifies the <i>Contractor</i> or any other person against any and all liabilities which the <i>Contractor</i> 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 <i>Contractor</i> or any other person or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z14.3	Subject to clause Z14.4 below, the <i>Employer</i> 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 <i>Contractor</i> or any other person, or the presence of the <i>Contractor</i> or that person or any property of the <i>Contractor</i> or such person at or in the KNPS or on the KNPS site, without the permission of the <i>Employer</i> or of a person acting on behalf of the <i>Employer</i> .
Z14.4	The <i>Employer</i> 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 <i>Employer</i> ensures that the Ambient Air in the area where the <i>Contractor</i> will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.
Z15.2	Upon written request by the <i>Contractor</i> , the <i>Employer</i> certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The <i>Contractor</i> may perform Parallel Measurements and related control measures at the <i>Contractor's</i> expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z15.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
Z15.3	The <i>Employer</i> manages asbestos and ACM according to the Standard.
Z15.4	In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
Z15.5	The <i>Contractor's</i> personnel are entitled to stop working and leave the contaminated area

	forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
Z15.6	The <i>Contractor</i> continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
Z15.7	Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the <i>Employer</i> at the <i>Employer's</i> expense, and conducted in line with South African legislation.

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

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

	<i>Weather measurement</i>				
Month	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	181	5	0	0	
February	124	4	0	0	
March	52	2	0	0	
April	0	0	0	0	
May	14	0	0	0	
June	35	1	1	0	
July	0	0	4	0	
August	14	1	0	0	
September	1.4	0	0	0	
October	140	6	0	0	
November	159	6	0	0	
December	191	5	0	0	

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

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

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

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is		
11.2(14)	The following matters will be included in the Risk Register		
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:		
31.1	The programme identified in the Contract Data is		
A	Priced contract with activity schedule		
11.2(20)	The <i>activity schedule</i> is in		
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
	Data for Schedules of Cost Components	Note "SCC" means Schedule of Cost Components starting on page 60, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3 (April 2013).	
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components	

PART 2: PRICING DATA
ECC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
C2.2	The <i>activity schedule</i>	

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule 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 Activity Schedule 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 Activity Schedule. The Activity Schedule is only a pricing document.

Link to the programme

Clause 31.4 states that "The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Ideally the tendering contractor will develop a high level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

Preparing the *activity schedule*

Generally it is the tendering contractor who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The *Employer*, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in his *activity schedule* and be priced accordingly.

It is assumed that in preparing his *activity schedule* the *Contractor*:

- Has taken account of the guidance given in the ECC3 Guidance Notes pages 19 and 20;
- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Activity Schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event.

Item	Description	Unit	Quantity	Rate	Amount
1	Preliminaries and General				
1.1	<i>Site establishment</i>				
1.1.1	Kitchen Converted Container Fitted with Single Bowl Sink with a Work Top, Fitted with Undercounter Cupboard. L-6m; W-3m (Inclusive of Transportation, Handling and monthly running costs)	Monthly	36		
1.1.2	Storage Container, Enclosed with No Windows L-12m; W-2.5m (Inclusive of Transportation, Handling and monthly running costs)	Monthly	36		
1.1.3	Split Male and Female Ablution L-6m; W-3m (Inclusive of Transportation, Handling and monthly running costs)	Monthly	36		
1.1.4	Connecting water, electrical, ablution services, and drainage	Once-off	1		
1.2	<i>Site de-establishment</i>				
1.2.1	Kitchen Converted Container Fitted with Single Bowl Sink with a Work Top, Fitted with Undercounter Cupboard. L-6m; W-3m (Inclusive of Transportation and Handling)	Once-off	1		
1.2.2	Storage Container, Enclosed with No Windows L-12m; W-2.5m (Inclusive of Transportation and Handling)	Once-off	1		
1.2.3	Split Male and Female Ablution L-6m; W-3m (Inclusive of Transportation and Handling)	Once-off	1		
1.2.4	Connecting water, electrical, ablution services, and drainage	Once-off	1		
1.2.5	Safety file -establishment	No	1		
1.2.6	Safety file -year 2 & 3	Annually	2		
1.2.7	Medicals (annually)	Annually	3		
1.2.8	Police clearance (annually)	Annually	3		
1.2.9	PPE (SANS Standard Flame Retard PPE (2 pairs per year),SANS Hard Hat (1 pair per year);SANS Standard Eye googles (2 pair per year); SANS Standard Safety Boots (Steel toe) (1 pair per year); SANS Standard Ear muffs (1 pair per year); SANS Micro Flex Hand Gloves (1 pair every 3 months)	Annually	3		
1.2.10	Travelling	km	129600		
	Total Preliminaries & General				

2	11kV Station Board 1. Supply of 11 kV metal-clad MV switchgear panel (incoming feeder) complete with VCB, protection relays, CTs, VT, metering. 15 panels with 2 Incomer feeders and 13 feeders. AIS Switchgear Type , complete with all necessary accessories and auxiliaries.				
2.1	Supply 380V AC to 220V DC station board 1 chargers 1A, 1B and 1C.	No	3		
2.2	Decommissioning -removal of the installed switchgear.	Item	1		
2.3	Decommissioning -removal of the installed chargers.	Item	1		
2.4	Design	Item	1		
2.5	Local -Protection & Automation Devices	Item	1		
2.6	SCADA Interface/Communication	Item	1		
2.7	11kV Cable Joints	Item	1		
2.8	cable termination kits	Item	1		
2.9	Construction, Erection and Installation.	Item	1		
3	Commission and Testing	Item	1		
3.1	11kV cable termination kits	Item	1		
3.2	Construction, Erection and Installation chargers, commissioning and testing	Item	1		
	Total of the Prices				
4	11kV Station Board 2. Supply of 11 kV metal-clad MV switchgear panel (incoming feeder) complete with VCB, protection relays, CTs, VT, metering. 15 panels with 2 Incomer feeders and 15 feeders. AIS Switchgear Type , complete with all necessary accessories and auxiliaries.				
4.1	Supply 380V AC to 220V DC station board 2 chargers 2A, 2B and 2C.	No	3		
4.2	Decommissioning -removal of the installed switchgear.	Item	1		
4.3	Decommissioning -removal of the installed chargers.	No	3		
4.4	Design	Item	1		
4.5	Local -Protection & Automation Devices	Item	1		
4.6	SCADA Interface/Communication	Item	1		
4.7	11kV Cable Joints	Item	1		
4.8	cable termination kits	Item	1		
4.9	Construction, Erection and Installation.	Item	1		
5	Commission and Testing	Item	1		
5.1	Construction, Erection and Installation chargers, commissioning and testing	Item	1		
	Total of the Prices				

6	11kV Conveyor Board 1. Supply of 11 kV metal-clad MV switchgear panel (incoming feeder) complete with VCB, protection relays, CTs, VT, metering. 5 panels with 2 Incomer feeders and 3 feeders. AIS Switchgear Type , complete with all necessary accessories and auxiliaries.				
6.1	Supply 220V AC coal conveyor board 1&2 110V DC chargers 1 & 2.	No	3		
6.2	Decommissioning -removal of the installed switchgear.	Item	1		
6.3	Decommissioning -removal of the install chargers.	Item	1		
6.4	Design	Item	1		
6.5	Local -Protection & Automation Devices	Item	1		
6.6	SCADA Interface/Communication	Item	1		
6.7	11kV Cable Joints	Item	1		
6.8	11kV cable termination kits	Item	1		
6.9	Construction, Erection and Installation.	Item	1		
7	Commission and Testing	Item	1		
7.1	Construction, Erection and Installation chargers, commissioning and testing	Item	1		
	Total of the Prices				
8	11kV Conveyor Board 2 Supply of 11 kV metal-clad MV switchgear panel (incoming feeder) complete with VCB, protection relays, CTs, VT, metering. 6 panels with 2 Incomer feeders and 4 feeders. AIS Switchgear Type , complete with all necessary accessories and auxiliaries.				
8.1	Decommissioning -removal of the installed switchgear.	Item	1		
8.2	Design	Item	1		
8.3	Local Switchgear Enclosed	Item	1		
8.4	Local -Protection & Automation Devices	Item	1		
8.5	SCADA Interface/Communication	Item	1		
8.6	Construction, Erection and Installation.	Item	1		
8.7	11kV Cable Joints	Item	1		
8.8	11kV cable termination kits	Item	1		
8.9	Commission and Testing	Item	1		
	Total of the Prices				
9	Conveyor Board 3 Supply, installation, testing, and commissioning of a complete 11 kV Medium Voltage to Low Voltage distribution system, comprising 11 kV Ring Main Unit (RMU) , complete with all necessary accessories and auxiliaries.				
9.1	Decommissioning -removal of the installed	Item	1		

	switchgear.				
9.2	Design	Item	1		
9.3	SCADA Interface/Communication	Item	1		
9.4	Construction, Erection and Installation.	Item	1		
9.5	Commission and Testing	Item	1		
9.6	11kV Cable Joints	Item	1		
9.7	11kV cable termination kits	Item	1		
	Total of the Prices				
10	Conveyor Board 4 Supply, Installation, testing and commissioning of a complete 11 kV Medium Voltage to Low Voltage distribution system, comprising 11 kV Ring Main Unit (RMU) , complete with all necessary accessories and auxiliaries.				
10.1	Design	Item	1		
10.2	SCADA Interface/Communication	Item	1		
10.3	Construction, Erection and Installation.	Item	1		
10.4	Commission and Testing	Item	1		
10.5	11kV Cable Joints	Item	1		
10.6	11kV cable termination kits	Item	1		
	Total of the Prices				
11	Conveyor Board 5 Supply, Installation, testing and commissioning of a complete 11 kV Medium Voltage to Low Voltage distribution system, comprising 11 kV Ring Main Unit (RMU), complete with all necessary accessories and auxiliaries.				
11.1	Decommissioning -removal of the installed switchgear.	Item	1		
11.2	Design	Item	1		
11.3	SCADA Interface/Communication	Item	1		
11.4	Construction, Erection and Installation.	Item	1		
11.5	Commission and Testing	Item	1		
11.6	11kV Cable Joints	Item	1		
11.7	11kV cable termination kits	Item	1		
	Total of the Prices				
12	Conveyor Board 6 Supply, Installation, testing and commissioning of a complete 11 kV Medium Voltage to Low Voltage distribution system, comprising 11 kV Ring Main Unit (RMU), complete with all necessary accessories and auxiliaries.				
12.1	Decommissioning -removal of the installed switchgear.	Item	1		
12.2	Design	Item	1		

12.3	SCADA Interface/Communication	Item	1		
12.4	Construction, Erection and Installation.	Item	1		
12.5	Commission and Testing	Item	1		
12.6	11kV cable Joints	Item	1		
12.7	11kV cable termination kits	Item	1		
	Total of the Prices				
13	Conveyor Board 7 Supply, Installation, testing and commissioning of a complete 11 kV Medium Voltage to Low Voltage distribution system, comprising 11 kV Ring Main Unit (RMU), complete with all necessary accessories and auxiliaries.				
13.1	Decommissioning -removal of the installed switchgear.	Item	1		
13.2	Design	Item	1		
13.3	SCADA Interface/Communication	Item	1		
13.4	Construction, Erection and Installation.	Item	1		
13.5	Commission and Testing	Item	1		
13.6	11kV cable Joints	Item	1		
13.7	11kV cable termination kits	Item	1		
	Total of the Prices				
14	Conveyor Board 8 Supply, Installation , testing and commissioning of a complete 11 kV Medium Voltage to Low Voltage distribution system, comprising 11 kV Ring Main Unit (RMU) , complete with all necessary accessories and auxiliaries.				
14.1	Decommissioning -removal of the installed switchgear.	Item	1		
14.2	Design	Item	1		
14.3	SCADA Interface/Communication	Item	1		
14.4	Construction, Erection and Installation.	Item	1		
14.5	Commission and Testing	Item	1		
14.6	11kV cable Joints	Item	1		
14.7	11kV cable termination kits	Item	1		
	Total of the Prices				
15	Conveyor Board 9 Supply , Installation, testing and commissioning of a complete 11 kV Medium Voltage to Low Voltage distribution system, comprising 11 kV Ring Main Unit (RMU), complete with all necessary accessories and auxiliaries.				
15.1	Decommissioning -removal of the installed switchgear.	Item	1		
15.2	Design	Item	1		
15.3	SCADA Interface/Communication	Item	1		

15.4	Construction, Erection and Installation.	Item	1		
15.5	Commission and Testing	Item	1		
15.6	11kV cable Joints	Item	1		
15.7	11kV cable termination kits	Item	1		
	Total of the Prices				
16	Conveyor Board 10 Supply, Installation, testing and commissioning of a complete 11 kV Medium Voltage to Low Voltage distribution system, comprising 11 kV Ring Main Unit (RMU), complete with all necessary accessories and auxiliaries.				
16.1	Decommissioning -removal of the installed switchgear.	Item	1		
16.2	Design	Item	1		
16.3	SCADA Interface/Communication	Item	1		
16.4	Construction, Erection and Installation.	Item	1		
16.5	Commission and Testing	Item	1		
16.6	11kV cable Joints	Item	1		
16.7	11kV cable termination kits	Item	1		
	Total of the Prices				
17	Conveyor Board 11 Supply, Installation, testing and commissioning of a complete 11 kV Medium Voltage to Low Voltage distribution system, comprising 11 kV Ring Main Unit (RMU), complete with all necessary accessories and auxiliaries.				
17.1	Decommissioning -removal of the installed switchgear.	Item	1		
17.2	Design	Item	1		
17.3	SCADA Interface/Communication	Item	1		
17.4	Construction, Erection and Installation.	Item	1		
17.5	Commission and Testing	Item	1		
17.6	11kV cable Joints	Item	1		
17.7	11kV cable termination kits	Item	1		
	Total of the Prices				
18	Conveyor Board 12 Supply, Installation, testing and commissioning of a complete 11 kV Medium Voltage to Low Voltage distribution system, comprising 11 kV Ring Main Unit (RMU), complete with all necessary accessories and auxiliaries.				
18.1	Decommissioning -removal of the installed switchgear.	Item	1		
18.2	Design	Item	1		
18.3	SCADA Interface/Communication	Item	1		
18.4	Construction, Erection and Installation.	Item	1		

18.5	Commission and Testing	Item	1		
18.6	11kV cable Joints	Item	1		
18.7	11kV cable termination kits	Item	1		
	Total of the Prices				
19	Conveyor Board 13 Supply of a complete 11 kV Medium Voltage to Low Voltage distribution system, comprising 11 kV Ring Main Unit (RMU) , complete with all necessary accessories and auxiliaries.				
19.1	Decommissioning -removal of the installed switchgear.	Item	1		
19.2	Design	Item	1		
19.3	SCADA Interface/Communication	Item	1		
19.4	Construction, Erection and Installation.	Item	1		
19.5	Commission and Testing	Item	1		
19.6	11kV cable Joints	Item	1		
19.7	11kV cable termination kits	Item	1		
	Total of the Prices				
20	Arnot Single Quarters Board 1 - Supply, installation, testing, and commissioning of a complete 11 kV Medium Voltage distribution system, comprising 11 kV Ring Main Unit (RMU) switchboard, complete with all necessary accessories and auxiliaries.				
20.1	Decommissioning -removal of the installed switchgear.	Item	1		
20.2	Design	Item	1		
20.3	SCADA Interface/Communication	Item	1		
20.4	Construction, Erection and Installation.	Item	1		
20.5	Commission and Testing	Item	1		
20.6	11kV cable Joints	Item	1		
20.7	11kV cable termination kits	Item	1		
	Total of the Prices				
21	Arnot Single Quarters Board 2 Supply of a complete 11 kV Medium Voltage to Low Voltage distribution system, comprising 11 kV Ring Main Unit (RMU), complete with all necessary accessories and auxiliaries.				
21.1	Decommissioning -removal of the installed switchgear.	Item	1		
21.2	Design	Item	1		
21.3	SCADA Interface/Communication	Item	1		
21.4	Construction, Erection and Installation.	Item	1		
21.5	Commission and Testing	Item	1		
21.6	11kV cable Joints	Item	1		
21.7	11kV cable termination kits	Item	1		

	Total of the Prices				
22	Sewage Board Supply of a complete 11 kV Medium Voltage to Low Voltage distribution system, comprising 11 kV Ring Main Unit (RMU) , complete with all necessary accessories and auxiliaries.				
22.1	Supply 220V AC sewage plant 110V DC charger.	Item	1		
22.2	Decommissioning -removal of the installed switchgear.	Item	1		
22.3	Decommissioning -removal of the install chargers.	Item	1		
22.4	Design	Item	1		
22.5	SCADA Interface/Communication	Item	1		
22.6	Construction, Erection and Installation.	Item	1		
22.7	Commission and Testing	Item	1		
22.8	11kV cable Joints	Item	1		
22.9	11kV cable termination kits	Item	1		
23.0	Move rubble to a dedicated area, as per site requirements	Item	1		
	Total of the Prices				
	Suppliers offered total Excluding VAT				

PART 4: SITE INFORMATION

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

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

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

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

General description

The implementation of this project comprises totally of the installation of new facilities as well as hook up to existing facilities. All areas are discussed in the relevant Works Information Documents. Where possible, the necessary drawings have been made available. The major works will take place at the coal stock yard and Rietkuil Community.

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

The implementation of this project comprises totally of the installation of new facilities as well as hook up to existing facilities. All areas are discussed in the relevant Works Information Documents. Where possible, the necessary drawings have been made available.

Subsoil information

No major earth works are required for this project.

Hidden services

In the event of trenching to be done, consult with the *Project Manager* and or *Project Supervisor* to determine if any hidden services are known. If possible, the necessary drawings will be made available. If no drawings are available, proper detection is to be performed for mainly water pipes and electrical cables.

All excavations are to be done taking care not to damage any underground service.

Other reports and publicly available information

N/A