



## NEC3 Engineering & Construction Contract

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

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

for Supply and deliver of three (3) LPG plates and one (1) Electric plate hybrid cooking stoves, LPG Heaters with 9KG LPG Cylinders x 2 and Supply, deliver and install ceiling insulation (SPF and Ceiling boards), electrical re-wiring and asbestos removal and disposal for Air Quality Offset Project on and “as and when required basis” in the Sivukile settlement in Mpumalanga (Gert Sibande District Municipality) for a period of 18 Months for houses up to one thousand one hundred and sixty (1160).

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**CONTRACT No.**

Part C1: Agreements & Contract Data

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[to be inserted from Returnable Documents at award stage]	
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# C1.1 Form of Offer & Acceptance

## 1.1 Offer

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

## 2 Provision of a basic retrofit which consists of Insulation, Electrical wiring, stoves exchange, LPG Heater and asbestos removal (if applicable)

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	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 <sup>1</sup>	R
	(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the  
tenderer:

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number (if applicable)

## 2.1 Acceptance

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

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the  
Employer**

\_\_\_\_\_  
(Insert name and address of organisation)

Name & signature of witness	_____	Date	_____
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Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

## 2.2 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.

### 2.2.1.1 For the tenderer:

### 2.2.1.2 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

### 3 Part one - Data provided by the *Employer*

3.1 Clause	3.2 Statement	3.3 Data
1	<b>3.4 General</b>	<b>3.5</b>
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p> <p>dispute resolution Option and secondary Options</p> <p>of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)</p>	<p><b>A: Priced contract with activity schedule</b></p> <p><b>W1: Dispute resolution procedure</b></p> <p><b>X1: Price adjustment for inflation</b></p> <p><b>X2: Changes in the law</b></p> <p><b>X4: Parent company guarantee</b></p> <p><b>X5: Sectional Completion</b></p> <p><b>X7: Delay damages</b></p> <p><b>X12: Partnering</b></p> <p><b>X13: Performance Bond</b></p> <p><b>X15: Limitation of <i>Contractor's</i> liability for design to reasonable skill and care</b></p> <p><b>X16: Retention</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: <i>Additional conditions of contract</i></b></p>
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)	
	Address	Megawatt Park maxwell Drive, Sunninghill Sandton

Tel

Fax

e-mail

10.1	The <i>Supervisor</i> is: (Name)										
	Address										
	Tel No.										
	Fax No.										
	e-mail										
11.2(13)	The <i>works</i> are	Supply, deliver and Install of three (3) LPG plates and one (1) Electric plate hybrid cooking stoves and LPG Heaters with 9KG LPG Cylinders x 2 and Supply, deliver and install ceiling insulation (SPF and Ceiling boards) and electrical re-wiring for Air Quality Offset Project on and "as and when required basis"									
11.2(14)	The following matters will be included in the Risk Register	<b>Possible strikes, unfavourable weather conditions, nonparticipation of households and Lead time of gadgets (Late delivery of gadgets)</b>									
11.2(15)	The <i>boundaries of the site</i> are	<b>Sivukile Settlements (Morgenzon city, Gert Sibande District Municipality)</b>									
11.2(16)	The Site Information is in	<b>Part 4: Site Information</b>									
11.2(19)	The Works Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>									
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa</b>									
13.1	The <i>language of this contract</i> is	<b>English</b>									
13.3	The <i>period for reply</i> is	<b>One (1) week Contractual matters One day for site activities</b>									
<b>3.6 2</b>	<b>3.7 The Contractor's main responsibilities</b>	<b>A per the Contract</b>									
<b>3.8 3</b>	<b>3.9 Time</b>	<b>3.10</b>									
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>31 July 2024</b>									
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table> <thead> <tr> <th></th><th><b>Condition to be met</b></th><th><b>key date</b></th></tr> </thead> <tbody> <tr> <td>1</td><td><b>500 Stoves, Heaters and Cylinders delivered to the warehouse</b></td><td><b>31 March 2023</b></td></tr> <tr> <td>2</td><td><b>800 Fully installed houses</b></td><td><b>31 March 2024</b></td></tr> </tbody> </table>		<b>Condition to be met</b>	<b>key date</b>	1	<b>500 Stoves, Heaters and Cylinders delivered to the warehouse</b>	<b>31 March 2023</b>	2	<b>800 Fully installed houses</b>	<b>31 March 2024</b>
	<b>Condition to be met</b>	<b>key date</b>									
1	<b>500 Stoves, Heaters and Cylinders delivered to the warehouse</b>	<b>31 March 2023</b>									
2	<b>800 Fully installed houses</b>	<b>31 March 2024</b>									

		<b>3</b>	<b>1160 fully installed houses</b>	<b>31 July 2024</b>
30.1	The <i>access dates</i> are:	<b>Part of the Site</b>	<b>Date: 02 January 2023</b>	
		<b>1</b>		
		<b>2</b>		
		<b>3</b>		
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>Two (2) weeks of the Contract Date.</b>		
31.2	The <i>starting date</i> is	<b>TBC</b>		
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>Two (2) weeks.</b>		
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	<b>Once the house is complete it will be handed over and the defects will start applying.</b>		
<b>3.11 4</b>	<b>3.12 Testing and Defects</b>	<b>3.13</b>		
42.2	The <i>defects date</i> is	<b>52 weeks after Completion of the whole of the works per house completed.</b>		
43.2	The <i>defect correction period</i> is	<b>Five (5) working days (one week)</b>		
	except that the <i>defect correction period</i> for			
	and the <i>defect correction period</i> for			
<b>3.14 5</b>	<b>3.15 Payment</b>	<b>3.16</b>		
50.1	The <i>assessment interval</i> is	<b>between the twenty-five (25) day of each successive month.</b>		
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>		
51.2	The period within which payments are made is	<b>Four (4) weeks upon assessment which has been signed off by relevant personnel.</b>		
51.4	The <i>interest rate</i> is	<p>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</p> <p>(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</p>		



rate appears in The Wall Street Journal then the rate as quoted by the Reuters Monitor Money Rates Service (or such service as may replace the Reuters Monitor Money Rates Service) on the due date for the payment in question, adjusted *mutatis mutandis* every 6 months thereafter and as certified, in the event of any dispute, by any manager employed in the foreign exchange department of The Standard Bank of South Africa Limited, whose appointment it shall not be necessary to prove.

<b>3.17 6</b>	<b>3.18 Compensation events</b>	<b>3.19 Clause 60 process will apply</b>
60.1(13)	<p>The place where weather is to be recorded is:</p> <p>The <i>weather measurements</i> to be recorded for each calendar month are,</p> <p>The <i>weather measurements</i> are supplied by</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>and which are available from:</p>	<p>Sivukile (Morgenzon city, Gert Sibande Municipality)</p> <p>the cumulative rainfall (mm)</p> <p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 09:00 hours South African Time</p> <p>and these measurements:</p> <p>South African Weather Service</p> <p>Sivukile (Morgenzon)</p> <p>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Employer</i></p>
60.1(13)	Assumed values for the ten-year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	<p>As stated in Annexure A to this Contract Data provided by the <i>Employer</i>.</p> <p>Note: If this arrangement is used, delete the rows above for 60.1(13) and delete this note.</p>
<b>3.20 7</b>	<b>3.21 Title</b>	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.
<b>3.22 8</b>	<b>3.23 Risks and insurance</b>	<b>3.24 Clause 80 process will apply</b>
80.1	These are additional <i>Employer's</i> risks	<p>1. Possible Strikes by community</p> <p>2. Non-Participation of households</p>

		<b>3. Unfavourable weather conditions</b>
<b>3.25 9</b>	<b>3.26 Termination</b>	<b>NEC Clause 90 will apply</b>
<b>3.27 10</b>	<b>3.28 Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>
<b>3.29 11</b>	<b>3.30 Data for Option W1</b>	
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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ). 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 <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration.
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	
<b>3.31 12</b>	<b>3.32 Data for secondary Option clauses</b>	<b>3.33</b>

X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is			
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		Fixed 15%		
		Material – SPF 40%	Table O–2 Coke, petroleum, chemical, rubber and plastic products	Seifsa
		Material – Ceiling boards 10%	Table G–2(A) Building installation	Seifsa
		Material – Wiring 10%	Table G–2 (A) Electrical contractors	Seifsa
		Material – Paint 3%	Table M – 6 Paint	Seifsa
			Table C3 – AHPE	Seifsa
		Labour 15%	Table D–2	Seifsa
		Overheads 4%	Table L2–A	Seifsa
		Transport 3%		
Total		100	non-adjustable	
X2	Changes in the law	The law of the Republic of South Africa		
X4	Parent company guarantee	If a parent company owns the Contractor, the Contractor gives to the Employer a guarantee by the parent company of the Contractor's performance in the form set out in the Service Information. If the guarantee was not given by the Contract Date, it is given to the Employer within four weeks of 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	Completion date
		1	500 Stoves, Heaters and Cylinders delivered to the warehouse	31 March 2023
		2	800 Fully installed houses	31 March 2024

	3	1160 fully installed houses	31 July 2024	
X5 & X7	Sectional Completion and delay damages used together			
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	<i>section</i>	Description	Amount per day
	1	500 Stoves, Heaters and Cylinders delivered to the warehouse	R	
	2	800 Fully installed houses	R	
	3	1160 fully installed houses	R	
	Remainder of the <i>works</i>		R	
	The total delay damages payable by the <i>Contractor</i> does not exceed:		R	
X7	Delay damages (but not if Option X5 is also used)			
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	1% per day up to a limit of 10% of the purchase order.		
X12	Partnering			
X12.1(1)	The <i>Client</i> is (Name)			
	Address			
	Tel			
	Fax			
X12.2(1)	The <i>Client's</i> objective is.			
X12.1(4)	The Partnering Information is in			
X13	Performance bond			
X13.1	The amount of the performance bond is	R		
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill & care	The Contractor is not liable for Defects in the works due to his design so far as he proves that he used reasonable skill and care to ensure that his design complied with the Works Information		
X16	Retention (not used with Option F)			
X16.1	The <i>retention free amount</i> is	R		
	The <i>retention percentage</i> is	10%		
X18	Limitation of liability			

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>R0.0 (zero Rand)</b>
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:	<b>the amount of the deductibles relevant to the event</b>
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	<b>The greater of</b> <ul style="list-style-type: none"> <li>• the total of the Prices at the Contract Date and</li> <li>• 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.</li> </ul>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<p><b>the total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design which arise before the Defects Certificate is issued,</li> <li>• Defects due to manufacture and fabrication outside the Site,</li> <li>• loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>• death of or injury to a person and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<p><b>(i) One years after the <i>defects date</i> (<i>Take over</i>) for latent Defects and</b></p> <p><b>(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.</b></p> <p><b>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.</b></p> <p><b>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.</b></p>
<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 to Z15 always apply.</b>

**Z1 Cession delegation and assignment**

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

**Z2 Joint ventures**

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

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

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

**Z4 Confidentiality**

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

- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z5 Waiver and estoppel: Add to core clause 12.3:**

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

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

- Z6.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
  - undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z6.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period

equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.

- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4740101508 on each invoice he submits for payment.

**Z8            Notifying compensation events**

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

**Z9            *Employer's* limitation of liability**

- Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)
- Z9.2 The *Contractor's* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer's* liability under the indemnity is limited.

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

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

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

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

**Z12            Ethics**

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

- Affected Party**      means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,
- Coercive Action**      means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,
- Collusive Action**      means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,
- Committing Party**      means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractor or the Subcontractor's employees,



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

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

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

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

Z12.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.

Z12.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z12.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z12.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

## **Z13 Insurance**

### **Z 13.1 Replace core clause 84 with the following:**

#### **Insurance cover 84**

**84.1** When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.

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

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

#### **3.33.1 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 covered by the <i>Employer's</i> insurance  The <i>Employer's</i> policy deductible, at Contract Date, where covered by <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 Contractor) caused by activity in connection with this contract	<p><b><u>Loss of or damage to property</u></b></p> <p><b><u>Employer's property</u></b></p> <p>The replacement cost where not covered by the Employer's insurance</p> <p>The Employer's policy deductible, as at Contract Date, where covered by the Employer's insurance</p> <p><b><u>Other property</u></b></p> <p>The replacement cost</p> <p><b><u>Bodily injury to or death of a person</u></b></p> <p>The amount required by applicable law</p>
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law

**Z 13.2**

**Replace core clause 87 with the following:**

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

**INSURANCE TABLE B**

<b>Insurance against or name of policy</b>	<b>Minimum amount of cover or minimum of indemnity</b>
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:

<b>AAIA</b>	means approved asbestos inspection authority.
<b>ACM</b>	means asbestos containing materials.
<b>AL</b>	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.
<b>Ambient Air</b>	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.
<b>Compliance Monitoring</b>	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.
<b>OEL</b>	means occupational exposure limit.
<b>Parallel Measurements</b>	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
<b>Safe Levels</b>	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.
<b>Standard</b>	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.
<b>SANAS</b>	means the South African National Accreditation System.
<b>TWA</b>	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.

#### 4 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. The information was recorded from Morgenzon weather station (Mpumalanga)

	<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	Maximum rain falls in 24 hours	Max rain days

January	151.1	3.8			162.7	2021/01/27
February	88.2	2.2			116.2	2021/02/08
March	67.1	2.1			76	2003/03/18
April	21.4	0.7			120	2011/04/25
May	9.3	0.3			60	2011/05/14
June	16.2	0.4			120	2009/06/09
July	2.8	0.1			33	2004/07/26
August	6.2	0.2			43	2006/08/23
September	18.3	0.6			48	2012/09/06
October	83.1	2.8			136.5	2007/10/08
November	139.6	3.6			120.3	2020/11/19
December	117.4	3.6			86	2018/12/22
<b>Year</b>	<b>720.7</b>	<b>20.4</b>				

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

### 5 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)<sup>2</sup> 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.

5.1 Clause	5.2 Statement	5.3 Data
10.1	The <i>Contractor</i> is (Name): Address Tel No.	

<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see [www.ecs.co.za](http://www.ecs.co.za)

	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	<p>The <i>Contractor's</i> key persons are:</p> <p>1 Name:</p> <p>Job:</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p> <p>2 Name:</p> <p>Job</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p>	<p>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</p>
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>A</b>	<b>Priced contract with activity schedule</b>	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	<p>(in figures)</p> <p>(in words), excluding VAT</p>
<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	<p>(in figures)</p> <p>(in words), excluding VAT</p>
<b>C</b>	<b>Target contract with activity schedule</b>	
11.2(20)	The <i>activity schedule</i> is in	

11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT	
<b>D</b>	<b>Target contract with bill of quantities</b>		
11.2(21)	The <i>bill of quantities</i> is in	(in figures) (in words), excluding VAT	
11.2(31)	The tendered total of the Prices is		
<b>F</b>	<b>Management contract</b>		
20.2	Work which the <i>Contractor's</i> will do himself is	<b>Activity</b>	<b>price (lump sum or rate)</b>
	<b>5.4 Data for Schedules of Cost Components</b>	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).	
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>	
<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>	
41 in SSCC	The percentage for people overheads is:	%	
21 in SSCC	The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is	Minus %	
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b> <b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are  <b>Note:</b> Hourly rates are estimated 'cost to company of the employee' and not selling rates.  Please insert another schedule if foreign resources may also be used	<b>Category of employee</b>	<b>Hourly rate</b>

62 SSCC	in	The percentage for design overheads is	%
63 SSCC	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	



## C1.3 Forms of Securities

### Pro formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee  
Option X13: Performance Bond  
Option X16: Retention

Each of these secondary Options requires a bond or guarantee “in the form set out in the Works Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Works Information.

Option X16: Retention (not used with Option F)

The *Contractor* may provide a Retention Money Guarantee in the form stated here. When the *Employer* receives and accepts a Retention Money Guarantee exactly in the form stated he will instruct the *Project Manager* not to assess any amount be retained in terms of secondary Option X16.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

## 6 Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

**Eskom Holdings SOC Ltd**  
**Megawatt Park**  
**Maxwell Drive**  
**Sandton**  
**Johannesburg**

Date:

Dear Sirs,

### 6.1 Parent Company Guarantee for Contract No

With reference to the above numbered contract made or to be made between

**Eskom Holdings SOC Ltd** (the *Employer*) and

**{Insert registered name and address of the Contractor}** (the *Contractor*), for

**{Insert details of the works from the Contract Data}** (the *works*).

I/We the undersigned

on behalf of the *Contractor's*  
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Works in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Works, we hereby agree to cause to Provide the Works at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)

## 7 Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

**Eskom Holdings SOC Ltd**  
**Megawatt Park**  
**Maxwell Drive**  
**Sandton**  
**Johannesburg**

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Bank reference number to be inserted]

**Performance Bond – Demand Guarantee:** [Drafting Note: Name of Contractor to be inserted]

Project [ ] Contract Reference: ..... [Drafting Note: Contractor contract reference number to be inserted]

1. In this Guarantee the following words and expressions shall have the following meanings:-
  - 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
  - 1.2 “Bank’s Address” - means [●]; [Drafting Note: Bank’s physical address to be inserted]
  - 1.3 “Contract” – means the written agreement relating to the Project, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [.]as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
  - 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
  - 1.5 “Eskom” - means Eskom Holdings SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30].
  - 1.6 “Expiry Date” - means the date on which the Defects Certificate is issued in terms of the Contract.
  - 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
  - 1.8 “Project” - means [insert if applicable.].
2. At the instance of the Contractor, we the undersigned \_\_\_\_\_ and \_\_\_\_\_, in our respective capacities as \_\_\_\_\_ and \_\_\_\_\_ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
  - 3.1 be signed on behalf of Eskom by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;
  - 3.2 state the amount claimed (“the Demand Amount”);

- 3.3 state that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- 4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- 4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- 5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- 5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between Eskom and the Contractor.
6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- 8.1 shall expire on the Expiry Date until which time it is irrevocable;
- 8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;
- 8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
- 8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and
- 8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- 8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at \_\_\_\_\_

Date \_\_\_\_\_

For and behalf of the Bank

Bank Signatory: \_\_\_\_\_

Bank Signatory: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Bank's seal or stamp

## 8 Pro forma Retention Money Guarantee (may be used when Option X16 applies)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

**Eskom Holdings SOC Limited**  
**Megawatt Park**  
**Maxwell Drive**  
**Sandton**  
**Johannesburg**

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Bank reference number to be inserted]

**Retention Money Guarantee:** [Drafting Note: Name of Contractor to be inserted]

Project [ ] : Contract Reference: [Drafting Note: Contractor contract reference number to be inserted]

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1. In this Guarantee the following words and expressions shall have the following meanings:-
  - 1.1 "Bank" - means [●], [●] Branch, (Registration No. [●]); [Drafting Note: Name of Bank to be inserted]
  - 1.2 "Bank's Address" - means [●]; [Drafting Note: Bank's physical address to be inserted]
  - 1.3 "Contract" – means the written agreement relating to the Project, entered into between Eskom and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. .... as amended, varied, restated, novated or substituted from time to time; [Drafting Note: Signature Date and Contract reference number to be inserted])
  - 1.4 "Contractor" – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. [Drafting Note: Name and details of Contractor to be inserted]
  - 1.5 "Eskom" - means Eskom Holdings SOC Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2002/015527/30
  - 1.6 "Expiry Date" - means the date on which the Defects Certificate is issued in terms of the Contract.
  - 1.7 "Guaranteed Sum" - means the sum of R [●] ([●] Rand); [Drafting Note: Insert amount of Retention Money Guarantee.].
  - 1.8 "Project" - means the.....
2. At the instance of the Contractor, we the undersigned \_\_\_\_\_ and \_\_\_\_\_, in our respective capacities as \_\_\_\_\_ and \_\_\_\_\_ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of Eskom, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to Eskom, on written demand from Eskom received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
  - 3.1 be signed on behalf of Eskom by a director of Eskom or his authorised delegate.

3.2 state the amount claimed ("the Demand Amount");

3.3 state that the Contractor has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract (and the nature of such defect(s)) alternatively that the Demand Amount is payable to Eskom in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

4.1 is and shall be absolute provided demand is made in terms of this bond in all circumstances; and

4.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

5.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

5.2 shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed by the fact that a dispute may exist between Eskom and the Contractor.

6. Eskom shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.

7. Should Eskom cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then Eskom shall be entitled to cede to such third party the rights of Eskom under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:

8.1 shall expire on the Expiry Date until which time it is irrevocable;

8.2 is, save as provided for in 7 above, personal to Eskom and is neither negotiable nor transferable;

8.3 shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

8.4 shall be regarded as a liquid document for the purpose of obtaining a court order; and

8.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

8.6 Any claim which arises or demand for payment received after expiry date will be invalid and unenforceable.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at \_\_\_\_\_

Date \_\_\_\_\_ Bank's seal or stamp

For and behalf of the Bank

Bank Signatory: \_\_\_\_\_

Bank Signatory: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

PART 2: PRICING DATA

ECC3 Option A

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



## C2.1 Pricing assumptions: Option A

### 9 How work is priced and assessed for payment

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

<b>Identified and defined terms</b>	<b>11</b> 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 <ul style="list-style-type: none"><li>• each group of completed activities and</li><li>• each completed activity which is not in a group.</li></ul> 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.
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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.

### 10 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.

### 11 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*.

### 12 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.

An activity schedule could have the following format:

Item No.	Sub.	Activity description	Unit	Quantity	Rate	Amount
<b>1</b>		<b>Removal of coal fired cooking stoves</b>				
	1.1	Removal of household furniture	sum	1160		
	1.2	Removal of old stoves	sum	1160		
	1.3	Masonry Work	sum	1160		
	1.4	Transport to disposal of old stoves	km			
	1.5	Roof Closure (Material and labour)	sum	1160		
<b>2</b>		<b>Supply, deliver and install ceiling insulation (SPF and Ceiling boards),</b>				
	2.1	Supply of SPF	sum	1160		
	2.2	Supply of Ceiling boards	sum	1160		
	2.3	Installation of SPF	sum	1160		
	2.4	Installation of Ceiling boards	sum	1160		
	2.5	Draft Proofing	sum	1160		
	2.6	Supply and install of CFL's within the households	ea	3480		
	2.7	Fire Tests (Once off)	sum	1		
	2.8	Roof repairs	sum	1160		
<b>3</b>		<b>Electrical rewiring</b>				
	3.1	Stripping of old wiring system	sum	1160		
	3.2	Rewiring (Material, Labour and CoC)	sum	1160		
<b>4</b>		<b>Supply and deliver of Hybrid domestic cooking stoves</b>				
	4.1	Supply of Hybrid stoves with bullnose and other accessories	ea	1160		
	4.2	Delivery of Hybrid stoves	km			
	4.3	Installation of Hybrid stove	ea	1160		
<b>5</b>		<b>Supply and deliver 3 panel gas heaters</b>				
	5.1	Supply of 3 panel gas heater with bullnose and other accessories	ea	1160		
	5.2	Delivery of 3 panel gas heater	km			

<b>6</b>		<b>Supply and deliver of 9kg LPG Cylinders</b>				
	6.1	Supply of 9kg LPG Cylinders	ea	2320		
	6.2	Once off filling of LPG Gas	ea	2320		
<b>7</b>		<b>Asbestos removal</b>				
	7.1	Full removal of the asbestos roofs	sum	116		
	7.2	Disposal of asbestos	sum	116		
	7.3	Transport to disposal site	km			
	7.4	Supply of corrugated roofing	sum	116		
	7.5	Installation of corrugated roofing	sum	116		
	7.6	AIA – Personnel as and when required	hours			
<b>8</b>		<b>COVID Compliance</b>				
	8.1	PPE	sum			
	8.2	Sanitizers	ea			
<b>9</b>		<b>Proficient all-encompassing PM services</b>				
	9.1	Warehouse rental	months	18		
	9.2	Data Collection	sum			
	9.3	Capturing for registration	sum			
	9.4	Health and Safety obligations (medicals, PPE, signboards, training, etc)	sum			
	9.5	Quality Management obligations	sum			
	9.6	Environmental Management obligations	sum			
	9.7	Local Stakeholders relations meetings	months	6		
	9.8	Project administrator	months	18		
	9.9	Community stakeholder Liaison	months	18		
	9.10	Assistance Community Stakeholder Liaison	months	18		
	9.11	Stock Controller	months	18		
	9.12	Security Personnel	months	18		
	9.13	Safety Officer (to be trained on LPG Safety)	months	18		
	9.14	Site Supervisor	months	18		
	9.15	Qualified Project Manager	months	18		
	9.16	Qualified Gas Technician	months	18		
<b>10</b>		<b>Site establishment</b>				
	9.1					
	9.2					
10		Site de establishment				
	10.1					
	10.2					
		<b>Total</b>				

Use this page as a cover page to the *Contractor's activity schedule*.

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	This cover page	1
C3.1	<i>Employer's Works Information</i>	12
C3.2	<i>Contractor's Works Information</i>	1
	Total number of pages	

## C3.1: EMPLOYER'S WORKS INFORMATION

### 13 Description of the works

#### 13.1 Executive overview

Eskom is pursuing a multi-pronged approach to improve ambient air quality, this include reducing emissions at the existing coal-fired fleet, investing in power generation from renewables and nuclear, and implementing air quality offsets programme in and around communities close to existing coal fired power station. Retrofitting abatement technology and diversifying the energy fleet come at higher cost and requires a longer period to implement. Air Quality Offsets Programmes on the other hand address emission sources directly within vulnerable communities, thus providing greater improvement in air quality that is experienced by community. In addition, Air Quality Offsets Programmes are more cost effective and result in meaningful improvement of air quality within a shorter time frame.

The works entails Supply and deliver of three (3) LPG plates and one (1) Electric plate hybrid cooking stoves and LPG Heaters with 9KG LPG Cylinders x 2 and Supply, deliver and install ceiling insulation (SPF and Ceiling boards), electrical re-wiring and Asbestos removal for Air Quality Offset Project on and "as and when required basis" in the Suvukile settlement in Mpumalanga (Gert Sibande District Municipality) for a period of 18 Months for houses up to one thousand one hundred and sixty (1160)

The *Contractor* will be responsible for Services consisting of the following:

The development of the project management plan, logistics management, activity coordination of sub-contractors, time management, quality management, stakeholder and communications management, resource management and risk management to accomplish stated project objectives efficiently and effective.

The project will require the *Contractor* to engage on an ongoing basis with the affected community and suitable provision for this must be made in the *Contractor's* service offering.

#### 13.2 Employer's objectives and purpose of the works

Eskom wishes to implement air quality offsets in order to achieve the following objective:

- a. Improve the air quality of communities affected by emissions from power stations
- b. Comply to the requirements of the Atmospheric Emission Licences of each power station
- c. Achieve a solution to air quality issues that is beneficial to affected communities and the South African economy, while also meeting the requirement of the relevant authorities

In addition, the Air Quality offset project is expected to meet the following Eskom objectives.

Objective Description	Expected Outcome
Time	Complete project within approved timelines.
Cost	Complete project within budget
Quality	All activities are executed within the approved quality specification and non-conformances are closed before project handover

Scope	All works to be executed as per the approved scope of work (baseline). All other changes to follow the change management process.
Safety	Zero harm
Environment	Zero environment contraventions
Social Development	Ensure all contracted SD&L requirements are met

### 13.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
LPG	Liquefied petroleum gas
NG	Natural Gas
PMO	Project Management Office
SABS	South African Bureau of Standards
SANS	South African National Standard
NHBRC	National Home Builders Registration Council
PVA	Poly Vinyl Acetate

### 13.4 General

The scope of work includes the Insulation (SPF and Ceiling boards), electrical rewiring and the supply of LPG (liquid petroleum gas) heaters and hybrid Stoves with associated 9kg LPG cylinders for the Air Quality Offset Project on an “as and when required basis” for a period of 18 months.

The *Contractor* is responsible for the procurement, supply and installation/construction of the *works* indicated herein. This includes

- Set up a project office local to site with adequate security (central to area of implementation, i.e same township)
- Provide a warehouse and ensure stock received is safe and secured at all times (As per warehouse specification to be provided by *Employer*). Provide the required insurance for the appliance stock in storage and ensure there is insurance cover for stock in transit from warehouse to the households for the entire duration of the contract.
- Setup an area in the warehouse specifically for inspection and testing (functionality) of the Gas-Electric (Hybrid) stoves and heaters supplied by the manufacturer prior to installation. The inspection of the delivered appliances is done within a week after delivery by the manufacturer. The results of the test shall be reported to the *Employer*
- Ensure that the eligible participating households are registered for installation. The employer to provide the household participation criteria to the Contractor.
- The Contractor prepares the house for insulation by covering and moving furniture before work commence and also returns furniture and cleaning up site after completion of the work. The

*Contractor* to note the removal and return of furniture should be done in one day so not to inconvenience the households.

- Ensure the removal of old stoves, incandescent lamps, corrugated steel roofing sheets and associated stove accessories (i.e chimney etc) from the household to where they will be temporarily stored before being recycled. The storage of the old coal stoves may be kept up to a month depending on the installation rate.
- Supply/procurement, delivery, off-loading and perform final inspection at the Sivukile site, temporary structures/ scaffolding, installation of hybrid domestic cooking stove (3 LPG x 1 Electric plate) and LPG heaters each with associated 9kg LPG (liquid petroleum gas) cylinder per household, finishing complete in every detail and final certification.
- Supply/procurement, delivery, off-loading and performs final inspection at the Sivukile site, temporary structures/ scaffolding, erection/ construction, installation of install ceiling insulation (SPF and Ceiling boards) final painting, and electrical re-wiring, finishing complete in every detail and final certification.
- Removal of incandescent lamps and replace with new CFLs within the households.
- Any damages incurred during transit must be managed through the appropriate transit insurance by the *Contractor*.
- Ensure recycling of the old stoves, incandescent lamps corrugated steel roofing sheets and associated stove accessories (i.e. chimney) at an Eskom approved facility in an environmentally responsible manner.
- Acquire a licenced recycling company with all necessary permits or licences to recycle the old coal stoves, incandescent lamps, corrugated steel roofing sheets and associated stove accessories (i.e chimney etc) and provide documentation (This will form part of the tender returnable by the *Contractor*)
- Proceeds from the sales of scrapped equipment to be directed to Eskom, the payment details will be provided by the Project Manager.
- Full removal of the asbestos roofs that should then be replaced with corrugated roofing in households that have asbestos roofing.

The *Contractor* takes full professional accountabilities for all of the *works* as per the scope contained herein. Any discrepancy or ambiguity between the *Employer's* Technical Specification is immediately brought to the attention of the *Project Manager* for clarification.

The *Contractor* repairs all damage caused to existing infrastructure resulting from the *works*.

The *Contractor* submits ALL reports, documents, drawings (detailed, fabrication, etc) and certifications to the *Project Manager* for record keeping, both in soft and hard copy formats.

The *Contractor* takes note that review and acceptance of any document or drawing by the *Employer* in no way relieves the *Contractor* of his liability for the *works*. The *Contractor* remains liable for all works conducted as per this scope.

The *Contractor* ensures that the households understand the terms and conditions of the contract to be entered with them and also that there will be surveys conducted.

#### **13.4.1 proposed layout**

The *Contractor* is issued the google site layout drawing attached in Appendix A which depicts the co-ordinated locations of the various communities that have been identified for each cluster.

#### **13.4.2 Risk of Asbestos**

The *Contractor* is made aware of the possibility of certain household having asbestos roofing. The contractor is required to have a resource or a contractor that is competent in asbestos Roofing safe handling, removal and disposal as per South African environmental requirements and regulation on handling Asbestos material.

### **13.5 Codes & Standards to be used in the Works**

The *Contractor* adheres to the latest edition of all applicable SANS standards, Eskom standards and other codes of practice, regulations & standards. This includes but is not limited to:

- SANS 10400 (all parts)
- SANS 1539, Appliances operating on liquefied petroleum gas (LPG) or natural gas (NG) - Safety aspects.
- SANS 1156-2, Hose for natural gas and liquefied petroleum gas (LPG) Part 2: Hose and tubing for use in natural gas and liquefied petroleum gas vapour phase.
- SANS 1237, Single-stage regulators for liquefied petroleum gas (LPG).
- SANS 10019, Transportable pressure receptacles for compressed, dissolved and liquefied gases — Basic design, manufacture, use and maintenance
- SANS 199, Shut-off valves for transportable, refillable liquefied petroleum gas cylinders

### **13.6 Insulation (SPF and Ceiling boards) AND ELECTRICAL rewiring**

#### **13.6.1 General Requirements**

The average household at identified communities is to be regarded as 60m<sup>2</sup>. This average household measurement is to be used to propose cost/pricing of delivering a full insulation and rewiring of household.

The *Contractor* is responsible for taking actual measurement of houses as per signed work instruction(s) from the project manager and in line with the database list of household participants. The *Contractor* is responsible for preparing the BOQ for actual cost per household and submits this to the project Manager for approval before continuing with other activities of the work. The *Contractor* is responsible for ensure that each house has been sanitized before any work can proceed.

The *Contractor* shall identify households with asbestos roofing as well as those that require draught proofing. The cost for asbestos removal and disposal thereof and the cost associated with draught proofing shall be included and clearly marked as “adhoc” activity in the BOQ for actual cost that will be submitted to the project manager for approval. Where draught proofing is not possible, the contractor is to replace broken



windowpanes and doors with significant gaps, this cost is to be also clearly indicated on the BOQ for actual cost.

### **13.6.2 Architectural design construction and finishes**

The purpose of the proposed alterations to these household is to make the building thermally comfortable which will save cost of keeping the interior warm in winter and cool in summer. All new architectural works to be done is to comply with all parts of SANS 10400.

#### **Construction and architectural finishes:**

### **13.6.3 Ceiling**

6.4 mm thick rhinoboard and an R value of 2 or above to be nailed to 38x38mm SA pine brandering at max. 400mm c/c with ceiling nails and other accessories supplied by manufacturer, prime ceilings with plaster primer and 2 finishing coats of PVA fire resistant paint as per the manufacturer's instructions. Finishing strips/cornices 76mm coved cornice should be fixed to ceiling boards (and not to walls),

The ceiling must perform adequately in terms of fire propagation properties according to the SANS 428 protocol, using the test specifications as contained in SANS 10177-10:2007 SOUTH AFRICAN NATIONAL STANDARD. Fire testing of materials, components and elements used in buildings. Part 10: Surface burning characteristics of building materials using the inverted channel tunnel test.

Paint color – crisp white

All electrical rewiring is to be done before installation of ceiling board.

### **13.6.4 Roof sealing**

In existing IBR roof sheeting prepare, remove dust, and repair any defect that causes leaks to existing roof and timber/metal rafters. The houses with Asbestos Roofing will require Total roof replacement.

All metal roof sheeting is required to be the "IBR" type profile. The sheets are laid down, fastened and sealed in strict accordance with the manufacturer's specifications. Finish colour of sheeting is to match existing on site.

A competent person is to spray paint polyurethane foam on the inside of the roof according to specialist's directions/manufacturer's instructions. This is to be 20-30mm thick and as per requirements for the application of the SPF Foam.

### **13.6.5 Draught proofing**

The *Contractor* provides permanent ventilation in all rooms where permanent ventilation is required in accordance with SANS 1539. The *Contractor* uses a heater heat input of at least 4.5 kW when determining the need for permanent ventilation and assumes that the heater can be used in the same room as the hybrid stove.

Windows - window frames to be clean, dry and sound, internally and externally, acrylic sealant to be applied using caulking gun at the meeting sections of frame and wall, surface of joint to be smoothed by spatula, this installation is to be done according to manufacturer's instructions.

Colour of sealant - white

Doors- 10x10mm flexible sealant to be stuck on the door frame using self-adhesive tape, this is to be applied in accordance with manufacturer's instructions.

Colour of tape – black

### **13.6.6 Painting**

In kitchen, living area, bathroom and bedrooms walls are to be cleaned free of dust and defects, apply water based bonding liquid and add a coat of PVA paint according to manufacturer's instructions.

Paint finish – Sheen

Paint color – beige

## **13.7 ELECTRICAL WIRING**

### **13.7.1 Scope of Work**

The Scope of work includes design, supply, install, commission and provide a certificated of compliance of a specific building in compliance with the requirements of SANS 10142-1, SANS 10400XA and SANS 204.

#### **13.7.1.1 General**

The *Contractor* remains liable to hand over a complete and functioning electrical installation system for a specific building as per the requirements of SANS 10142-1.

The *Contractor* submits equipment data sheet for any equipment to the *Employer* for acceptance before installation. It is the *Contractor's* responsibility to confirm that equipment provided for the installation is accepted by the *Employer* prior to construction or installation.

The *Contractor* provides all tools, equipment and personnel required to execute and implement the Scope of Works. The *Contractor* remains liable for all works conducted as per the requirements of the Scope of Works. The *Contractor* submits a fully detailed Method Statement and Quality Control Plan (QCP) to the *Employer* in two weeks' time prior commencing of work, for review and acceptance.

The *Contractor* provides and submits the detail design report and drawings to the *Employer* for review and acceptance, hard copy formats. The hard copy drawings need to be A3 size and in Eskom template. The accepted drawings will be use as "Construction Copy" and can be revised, if need be, using alphabets as revision number.

The *Contractor* submits the installation layouts and drawings as part of a handover to the *Employer* for his record keeping, in hard copy formats. Three A3 hard copies drawings need to have an "As Build" stamp and signed by a competent ECSA registered engineer or technologist. All hand over drawings need to be revision one (Rev 1).

Any discrepancy or ambiguity between the *Employer's* Scope of Works is immediately brought to the attention of the *Employer* for clarification. The *Contractor* submits Certificate of Compliance (CoC) after commissioning the installation in compliance with the SANS 10142-1.

#### **13.7.1.2 Distribution Board**

The *Contractor* designs, provides, installs, tests and commissions sufficient distribution board for a specific installation in accordance with the accepted detail design drawing and in compliance with the requirements of SANS 10142-1.

A distribution board need to be functioning and acceptable, it is the *Contractor's* responsibility to conduct an inspection and test (QCP to be compiled, accepted, and applied) before delivery on site, in the present of the *Employer's* technical and quality representatives.

#### **13.7.1.3 Lighting Fittings**

The *Contractor* determines, provides, installs, tests and commissions sufficient lighting for a specific installation in accordance with the accepted detail design drawing and in compliance with the requirements of SANS 10142-1, SANS 10400XA and SANS 204.

It is the *Contractor's* responsibility to conduct a lux level simulation and submit a report to the *Employer's* Electrical Engineer for acceptance before installation.

#### **13.7.1.4 Wiring**

The *Contractor* determines, provides, installs, tests and terminates (both ends) a sufficient wiring cable for a specific installation in accordance with the accepted detail design drawing and in compliance with the requirements of SANS 10142-1. Wiring shall be carried out in PVC conduit. All conduits shall be clear of moisture and debris before any wiring is commenced.

#### **13.7.1.5 Socket Outlet**

The *Contractor* determines, provides, installs, wires and tests a sufficient socket outlet for a specific installation in accordance with the accepted detail design drawing and in compliance with the requirements of SANS 10142-1.

#### **13.7.1.6 Switch**

The *Contractor* determines, provides, installs, wires and tests a sufficient switch for a specific installation in accordance with the accepted detail design drawing and in compliance with the requirements of SANS 10142-1.

#### **13.7.1.7 Certificate of Compliance**

The *Contractor's* competent person shall perform illumination measurements (as recommended in SANS 10114 -1) and submitted illumination measurement reports to the *Employer*. Measurements shall be performed once the installation has been completed.

On completion of the installation, The *Contractor* issued an Electrical Certificate of Compliance (CoC) to the *Employer* in terms of the Occupational Health and Safety Act, (OHS Act 85 of 1993).

### **13.8 LPG (liquid petroleum gas) heaters and hybrid Stoves with associated 9kg LPG cylinders**

#### **13.8.1 General Requirements**

The Contractor submit compliance certificates for the following:

- Roll-about heater compliance to SANS 1539;
- Hybrid stove compliance to SANS 1539
- Pressure regulator compliance to SANS 1237
- Flexible hose compliance to SANS 1156-2
- Gas cylinder compliance to SANS 10019
- Gas cylinder shut off valve to SANS 199
- Hybrid stove to VC 8055 from the National Regulator of Compulsory Specifications (NRCS)

### **13.8.2 Roll-about heaters**

Requirements:

- Comply to SANS 1539.
- Suitable for use with 9kg LPG cylinder.
- Heat input between 4 kW and 4.5 kW
- Three (3) Ceramic Panels
- Three (3) different heat settings.
- Fitted with built in manual ignition device.
- Fitted with bullnose and other accessories
- Flame failure protection mechanism during operation.
- Flame cut-out when the heater is tilted.
- Regulator complying to SANS 1237
- Flexible hose complying to SANS 1156-2.
- Dimensions
  - Total height (Ht) not exceeding 800 mm,
  - Width (W) not exceeding 500 mm,
  - Depth (D) not exceeding 450 mm.
- The Heater to be Eskom branded

### **13.8.3 Hybrid Stoves**

Requirements:

- Comply to SANS 1539.
- Comply to VC 8055 from the National Regulator of Compulsory Specifications (NRCS)
- Suitable for use with standalone 9kg LPG cylinder.
- Fitted with 3 gas burners and one electrical plate with independent variable temperature control knobs for the gas burners and electrical plate.
- Integrated electrical oven with its variable control knobs (i.e. Grill and Bake functions)
- Storage/Utility compartment.
- Large standard dimension electrical plate, solid or spiral continuous top, with maximum output

rating not exceeding 2 kW.

- Electrical functions compatible to the South African electrical network (50Hz and 230V).
- Plug-in cable compatible to South African electrical plugs.
- Electronic Burner Ignition
- Fitted with bullnose and other accessories
- The maximum operating temperature of the integrated oven does not exceed 250°C, with grill and bake functionalities as standard.
- Purchase details for future reference written on the stove i.e. – Serial Number.
- Regulator complying to SANS 1237
- Flexible hose complying to SANS 1156-2.
- The stove with an integrated oven dimensions are as follows:
  - Total height (Ht) not exceeding 1200 mm,
  - Floor to cooking level height (Hfc) not exceeding 950 mm,
  - Width (W) not exceeding 500 mm and,
  - Depth (D) not exceeding 650 mm.
  - Electrical plate's diameter (d) to be large standard dimension
  - The LPG plates' diameter (d) to be a combination of large and small standard dimensions.
  - The integrated oven volume not smaller than 57 Litres.
- The stove to be Eskom branded.

#### 13.8.4 9KG LPG CYLINDER

The Contractor supplies one 9 kg LPG cylinder for each stove and one 9 kg LPG cylinder for each heater. The *Contractor* is responsible for the first fill of the cylinders.

The LPG cylinders are accepted for exchangeable at a minimum of two local LPG retailers. The cylinder complies with SANS 10019. The *Contractor* provides written proof of exchangeability and the details for the local LPG retailers.

### 13.9 Transactional and After Service Specifications

Eskom will require an unconditional product guarantee against latent defects inclusive to all parts (Gas and Electrical) for a period of 12 months.

Eskom will not accept any failure for the first year of operation. Should there be any failures within the first twelve (12) months of installation; the Supplier is liable to replace all failures with new working products at their own costs.

The Supplier shall provide a written commitment to train 10 (ten) personnel, specified by Eskom. The trainers shall have relevant experience and be competent to provide the training.

As part of after-sale support, the Supplier shall provide technical support as follows for the entire warranty period of 12 months:

- Telephonic support within 24 hours after a reported fault/failure
- Based on the outcome of the telephonic support if call out support is required the Supplier needs to give on-site support within 48 hours from the reported fault.

- The Supplier shall indicate the lead time on all spares, with a maximum of 48 hours.
- If, within the first six months of the guarantee period, 20 % or more of any class of installed equipment fails, Eskom may, at their sole discretion, have the right to demand the replacement of all that class of component or materials for the entire set of unit installations at the cost of the Supplier.

### 13.10 User manuals (User Instructions)

The following topics are covered in the user manuals:

- Safety Instruction,
- Installation Instruction,
- Operation Instruction,
- Maintenance,
- List of required spares/parts and
- Warranty.

Manuals to be submitted in both hardcopy and Electronic copy and written in English.

Manuals must be included in the tender submission with key contract details.

### 13.11 Deliverables/ submissions by the contractor

The *Contractor* is responsible for the following deliverables. The *Contractor* is to note that all documents are submitted to the *Project Manager* for review and acceptance prior to implementation. This includes:

- a) Fire Test
- b) Data Base
- c) Product Technical Specification for stove and heater
- d) Installation/ Construction Quality Plan;
- e) Electrical Design Drawings
- f) Electrical COC
- g) Gas COC
- h) Asbestos Disposal Permit

Certification is done in accordance with SANS 10400.

All submitted drawings and documents including the concept and detailed design reports (as stated above) are to be signed by an ECSA professional-engineer. The Professional Engineer's ECSA registration number is stated on drawing/ document. All deliverables are to be submitted in both hard and soft copy (USB/CD) formats. All documents are to be in searchable PDF.

## 14 Management and start up.

### 14.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on Thursday at 13:00	Sivukile (on site)	<i>Employer, Contractor, Supervisor, and PMO</i>
Overall contract progress and feedback	Bi-weekly on Tuesday at 10:00	Sivukile (on site)	<i>Employer, Contractor, Supervisor, and PMO</i>
Local stakeholders and communication	Quarterly	Sivukile (on site)	<i>Employer, Contractor, Supervisor, and PMO</i>

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.

### 14.2 Documentation control and Reporting

The *Contractor* will be reporting to the assigned *Employer's* Project and Programme Managers: the Contractor must:

- Adhere to Eskom policy, procedures and standards, including all SHE legal and other requirements, including the quality requirements, during implementation. Conduct assessments, maintaining a safety file and providing safety training to all personnel working on site.
- Develop a database to store all project related information, including all relevant information on each household.
- Ensuring that the reporting timelines and close-out processes are adhered to set by Eskom.
- Perform stock reconciliation, installation progress and submit to the employer bi-weekly, by Thursday, 15h00 CAT
- Reporting on any deviation from project schedule, as per contractual agreement
- Arrange and attend bi-weekly/monthly progress meetings with the Employer and relevant stakeholders.
- Development and provision of a report template that will enable Installers to capture full data in the database for the installations completed (this includes house numbers, street name, GPS coordinates, homeowner name and contact details, quantity of material used etc.).
- The reporting in accordance with the air quality offsets programme requirements on biweekly basis.
- Real time web-based data capturing and reporting of installations accessible online system.
- To set up a procedure to deal with customer complaints.
- Continuously liaising with Employer representative (PMO) on issues raised by stakeholders in order to prevent unnecessary escalations. The *Contractor* will also conduct regular interface with the appointed PMO for the Project.

- Final database to be handed over to Eskom Project Manager no later than 2 weeks after project completion. This database to state all the work completed per house. People who were involved in the project must be listed in the database as per SD&L requirements.

### 14.3 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Annexure \_\_\_\_\_ to this Works Information. Safety file submission in line with SHEQ requirements 2 weeks upon appointment

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.
- Maintain a risk register throughout the implementation period and develop mitigation plans for all identified risks.

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.

### 14.4 Environmental constraints and management

The *Contractor* is required to ensure that all goods, services or works supplied in terms of the tender/contract/order conform to all relevant & applicable environmental legal and other requirements including bylaws, but not limited to the stated below:

- Occupational, Health and Safety Act (Act 85 of 1993).
- EPC32-727: Eskom SHEQ Policy,
- ST32-726: SHE Requirements for the Eskom Commercial Process (additional requirements)
- Project Specific Environmental Management Plan (EMP).
- Eskom Waste management standard (Waste Management procedure: EPC 32-245)
- Relevant Municipal waste management bylaws.
- SABS approved Ceiling Materials and electrical wiring tools.
- Adherence to Eskom, ECB and NHBRC work ethics
- Asbestos Standard

The contractor shall identify all environmental aspects related to the works and develop a comprehensive Environmental Management Plan (EMP) to mitigate all potential environmental risks. The plan submission should be in line with SHEQ requirements 2 weeks upon appointment.

### 14.5 Quality assurance requirements

The *Contractor* shall ensure that

- Assurance- and quality control plans are in place.



- A quality and safety follow-up interviews with households is conducted
- The quality control assurance and data verification must be done per installation and to check that everything installed is working correctly/ is in order immediately after the installation.
- Adhere to Eskom policy, procedures, and standards, including all SHE legal and other requirements, including the quality requirements, during implementation.
- Quality file submission in line with SHEQ requirements 2 weeks upon appointment

The following to be included as part of Tender Returnable for Quality:

DOCUMENT No.		DESCRIPTION	APPLICATION AND RESPONSIBILITY
1	240-12248652	List of Tender Returnables / Quality Requirement Document	Tenderer to submit all tender returnables for section A, B, C, D and E, as per list ( <b>Category 3</b> )
2	240-68099512	<b>FORM A:</b> Tender & Contract Quality Requirements For QM 58 and Quality Requirements For ISO 9001 Standard	Tenderer to complete (section A and E) and sign it.
3	240-105658000 (QM 58)	Supplier Quality Management: Specification	Specifying Eskom supplier quality requirements. Tenderer to comply with the selected requirements as per <b>Category 3. [Not for submission]</b>
4	240-109253698	Contract Quality Plan (CQP)	Tenderer to compile and submit a draft document/ plan based on the scope of work/ technical specification.
5	240-109253302	Quality Control Plan (QCP)/ Inspection and Test Plan (ITP)	Tenderer to compile and submit a draft plan or an example based on the scope of work/ technical specification.

## 14.6 Human Resource Management

The *Contractor* to ensure that the following resources are recruited, and as many as possible should be local to site:

- Fieldworkers for household preparations (explaining and signing of the contract with the households)
- Provide re-usable identification (ID) cards and bibs for field workers and monitoring the movement of such. The monitoring process should ensure that the ID cards are issued every morning and collected every evening
- To ensure that the field workers are screened for criminal record before recruitment, this can be done at a local police station. Proof of this activity to be filed.
- To ensure that the Fieldworkers are paid according to the employment agreement and applicable labour laws. Proof of payment in a form of a signed confirmation by the field worker to be kept as a record by the *Contractor* and provided as and when required by the *Employer*.
- A minimum qualification for the field workers is Grade 10 and they must be able to communicate in a preferred language of the installation area.

Other resources which may be recruited based on the project requirements are:

- Project administrator
- Community stakeholder Liaison
- Assistance Community Stakeholder Liaison
- Stock Controller
- Security Personnel
- Safety Officer (to be trained on LPG Safety)
- Site Supervisor
- Qualified Project Manager
- Qualified Gas Technician

The *Contractor* is required to:

- Ensure that there is a general induction training on the project plan and objective to all staff. Role specific training must be conducted as and when required
- Properly train the Safety Officer, to educate households on the operation and safe use of gas equipment.
- Train the Site Supervisor/Fieldworker to enable them to offer awareness on safe disposal of CFLs to households.
- Ensure that over and above all resources are properly contracted and proof of documentation is kept safely
- Submit proof of qualification for gas and electrical installers before the project can commence.

## 14.7 Invoicing and payment

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

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

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

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

## 14.8 Provision of bonds and guarantees

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

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

## 14.9 Training workshops and technology transfer

The *Contractor* shall ensure training is conducted for each gadget installed in each household and proof of such training is kept on record, also will provide:

- Training to local field workers on ceiling installation.
- Communicate with households on electrical works and what a CoC means and how it can be used household installation.

# 15 Procurement

### 15.1.1 BBBEE and preferencing scheme

The *Contractor's* BBBEE Level is Level 1 the supplier to maintain this level for the duration of the contract.

## Supplier Development and Localisation (SD&L)

The *Contractor* shall comply with the SD&L requirements stated below. The Contractor undertakes to achieve and fulfil these SD&L commitments during the Contract Period, or at an earlier date. The Contractor shall, during the course of the execution of this Contract, take all steps, and to do all things required so as to reasonably demonstrate, at any given time, that it is acting with due diligence and seeking in good faith to achieve and comply with the SD&L commitments.

The *Contractor* shall keep accurate records and provide the Contract Manager with reports on the Contractor's actual delivery against the stated SD&L obligations. The Parties shall meet monthly for the duration of the Contract Period, to discuss the *Contractor's* skills development and subcontracting obligations in terms of this Contract, and where appropriate, agree in writing on a set of milestones which the *Contractor* shall satisfy regarding the SD&L obligations. At such meetings, the Parties shall review the *Contractor's* performance regarding fulfilling the SD&L obligations of this Contract.

The *Contractor's* failure to comply with SD&L obligations constitutes substantial failure on the part of the Contractor to comply with his obligations under this contract.

### Skills Development

The *Contractors* are required to propose skills development against Eskom's targets:

Eskom reserves the right to negotiate with the tenderer on Eskom's requirements. The outcome of the negotiations will be a contractual obligation. If negotiations are not required, the tenderer's SD&L undertaking will become a contractual condition.

Skills development is designed to benefit the currently unemployed graduates from school: further education and training campuses and universities.

The composition of these candidates must be representative of the population demographics of South Africa. Note that these targets for skills development candidates categorically exclude Eskom employees and registered learners.

It is expected that the total of 15 individuals will benefit through courses stipulated below (if the budgeted value for this service is utilized) over the period of 18 months. This is how it will be applied:

- ✓ Successful tenderer will be obligated to **skill one** candidate for every **R4 Million** spend cumulatively through purchase orders/instructions awarded to the supplier; The supplier will be required to implement this requirement a month after the threshold is reached.
- ✓ This obligation will be for the duration of the contract however supplier needs to demonstrate positive progress on monthly basis.
- ✓ Candidates shall be sourced from previously disadvantage groups in South Africa, particularly at the site where the services will be taking place.

**Tenderers are required to propose against the following training initiatives:**

<u>Skills type</u>	<u>Intake</u>	<u>Outcome</u>	<u>Eskom allocation target</u>	<u>Tenderer proposal</u>
<b>Installers</b>	Matric	Gas Installer	60%	
<b>Gas safety officer</b>	Matric	<b>Gas safety officer</b>	40%	

**Note:** The supplier will be required to take candidate that matriculated and who's unemployed, enrol them to do a gas installation program (to be certified gas installer) for at least 1 years then give them work experience for 6 months thereafter. As for Gas safety officer the supplier will take unemployed safety officers

and enrol them into advance and specialized gas safety program for 6 months then give the 6 month working experience.

### SDL&I Penalty and Performance Security

Eskom will apply a penalty of 2.5% of the Contract Value for failure to meet SDL&I obligations.

#### One of the following options will apply for SDL&I performance security:

- Suppliers will be required to report progress towards achieving SDL&I's contractual obligations on a quarterly basis regardless of the duration of the task order.
- As security Eskom will apply 10% retention on future invoices (excluding VAT) after all cumulative purchase orders awarded to supplier who reached a stipulated threshold of R4 million and failed to comply with fulfilment of the SDL&I obligations.
- For every SDL&I commitment met in terms of the contract, the supplier shall apply for the release of the retention in the next payment certificate after the application and once the Eskom contract manager and the SDL&I compliance and monitoring team are satisfied that the obligations have been met.

### Reporting and Monitoring

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.

Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 30 days after contract award.

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

The *Contractor* is required to work Monday to Friday in line with labour law working hours, weekend work can be arranged and should be approved by the *Employer* prior working.

It is very important that the *Contractor* keeps records of his people on Site, including those of his Subcontractors which the *Project Manager* or *Supervisor* have access to at any time. These records may be needed when assessing compensation events

### 15.2 Completion, testing, commissioning and correction of Defects

#### 15.2.1 Work to be done by the Completion Date

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

	Item of work	To be completed by
	Performance testing of the <i>works</i> in use as specified in paragraph of this Works Information.	See performance testing requirements.

## **C3.2 *CONTRACTOR'S* WORKS INFORMATION**

This section of the Works Information will always be contract specific depending on the nature of the *works*. It is most likely to be required for design and construct contracts where the tendering contractor will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the *Employer* prior to award of contract now become obligations of the *Contractor* per core clause 20.1.

Typical sub headings could be

- a) *Contractor's* design
- b) Plant and Materials specifications and schedules
- c) Other

This section could also be compiled as a separate file.

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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

### 16 General description

Morgenzon, meaning 'morning sun' in Dutch, is a sleepy farming town situated along the banks of the Osspruit River, midway between Standerton and Ermelo. It's the place to visit if you're looking for peace and quiet to unwind from city life.

Morgenzon was laid out before the First World War, in 1912, on the farm by the same name that was donated by De Jager, a farmer in the area. Although the locals narrate a different story: that no name had been agreed upon on the eve of the town's official establishment and as the morning sun rose over the horizon and time was running out it was decided that the town would be named after the rising sun and as a symbol of new beginnings. A few of the nearby farms have been around for much longer, since the 1880s, and five generations down the line their descendants still till the soil to harvest maize and farm cattle and sheep.

**Sivukile is 'n township west of Morgenzon, in Lekwa local municipality, and Gert Sibande-district Municipality of Mpumalanga, in South Africa.**

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

The town was laid out around the sandstone Marnico Hotel, which was built in 1912 as an overnight wagon stopover between the two towns. To this day the Marnico Hotel remains the town's oldest landmark and also houses a restaurant, pub and gift shop. Another of the town's recognisable landmarks is that of the NGK church, which was designed by Architect Gerard Moerdyk, who had studied architecture in England, France and Italy. He also designed the Voortrekker Monument in Pretoria and 80 churches that are dotted around South Africa.

