



NEC3 Term Service Contract (TSC3)

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

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

for **Refurbishment of the Minerva Substation Office Building in the NTCSA Central Grid for a period of 18 months**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]

CONTRACT No. [Insert at award stage]

PART C1: AGREEMENTS & CONTRACT DATA

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

Refurbishment of the Minerva Substation Office Building in the NTCSA Central Grid for a period of 18 months

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 ¹	R [●]
	(in words) [●]	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

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

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service 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 and signed original copy of this document, including the Schedule of Deviations (if any).

Signature(s)

Name(s)

Dumi Nthongoa

Capacity

Senior Manager – Central Grid

**for the
Employer**

NTCSA SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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

Note:

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

No.	Subject	Details
1	[•]	[•]
2	[•]	[•]
3	[•]	[•]
4	[•]	[•]
5	[•]	[•]
6	[•]	[•]
7	[•]	[•]

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Dumi Nthongoa

Capacity _____

Senior Manager Central Grid

On behalf of *(Insert name and address of organisation)* _____

NTCSA SOC Ltd, Megawatt Park, Maxwell Drive, Sandton, Johannesburg, 2199

Name & signature of witness _____

Date _____

C1.2 TSC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	[Redacted] dispute resolution Option and secondary Options	A: Priced contract with price list W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X17: Low service damages X18: Limitation of liability X19: Task Order Z: Additional conditions of contract
	[Redacted]	
	[Redacted]	
	of the NEC3 Term Service Contract April 2013 ² (TSC3)	
10.1	The <i>Employer</i> is (name):	NTCSA SOC Ltd (reg no: 2021/539129/30), 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
	Tel No.	TBC
	Fax No.	TBC
10.1	The <i>Service Manager</i> is (name):	TBC
	Address	Simmer Centre Building, Simmerpan Complex, Corner Power & Lake Streets, Germiston, 1401
	Tel	TBC
	e-mail	TBC
11.2(2)	The Affected Property is	Minerva Substation Office Building

² Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 539 1902 www.ecs.co.za

11.2(13)	The <i>service</i> is	Refurbishment of the Minerva Substation Office Building
11.2(14)	The following matters will be included in the Risk Register	Power supply interruptions (outages), Pandemic (COVID), Unforeseen site conditions, Delays in approvals, Extreme weather conditions, Accidents during installation Public protests High crime incidents at Minerva Substation Baseline risk assessment will be prepared and handed over to the successful bidder.
11.2(15)	The Service Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The Contractor's main responsibilities	Data required by this section of the core clauses is also provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBC
30.1	The <i>service period</i> is	TBC
4	Testing and defects	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
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Four (4) weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged by 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.

6	Compensation events	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
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<p>1. Contractors who do not have the relevant experience</p> <p>2. Contractors registration with relevant statutory bodies lapsing during construction</p> <p>3. Insufficient site supervision by the Client during construction.</p>
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Four (4) weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i>	<p>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</p> <p>Address TBC</p> <p>Tel No. TBC</p> <p>e-mail TBC</p>
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 Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of

		Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X1	Price adjustment for inflation	CPA will apply 16 months from the <i>base date</i>																								
X1.1	The <i>base date</i> for indices is	One month prior to tender closing date.																								
	The proportions used to calculate the Price Adjustment Factor are:																									
		<table border="1"> <thead> <tr> <th>proportion</th> <th>linked to index for</th> <th>Index prepared by</th> </tr> </thead> <tbody> <tr> <td>0.</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>[•]</td> <td colspan="2">non-adjustable</td> </tr> <tr> <td colspan="3">1.00</td> </tr> </tbody> </table>	proportion	linked to index for	Index prepared by	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	0.	[•]	[•]	[•]	non-adjustable		1.00		
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X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.																								
X17	Low service damages																									
X17.1	The <i>service level table</i> is in	Annexure A in the Service Information																								
		Will be issued with the task order. R700 per day for work not executed as per scope of work and instruction																								
X18	Limitation of liability																									
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.0 (zero Rand)																								
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	the amount of the deductibles relevant to the event																								
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The greater of <ul style="list-style-type: none"> the total of the Prices at the Contract Date and 																								

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 the excluded matters, is limited to	<ul style="list-style-type: none"> the amounts excluded and unrecoverable from the <i>Employer's</i> insurance (other than the resulting physical damage to the <i>Employer's</i> property which is not excluded) plus the applicable deductibles <p>the total of the Prices other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> Defects due to his design, plan and specification, Defects due to manufacture and fabrication outside the Affected Property, loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials), death of or injury to a person and infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	12 months after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Five (5) working days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are	Z1 to Z14 always apply.

Z1 Cession delegation and assignment

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

Z2 Joint ventures

- Z2.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons or organisations then these persons or organisations are deemed to be jointly and severally liable to the *Employer* for the performance of this contract.
- Z2.2 Unless already notified to the *Employer*, the persons or organisations notify the *Service 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 *Service Manager* within thirty days of the notification or as otherwise instructed by the *Service 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 Service.

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 P4 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 *Service 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 Affected Property or any portion thereof, in the course of Providing the Service and after the end of the *service period*, requires the prior written consent of the *Service 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 *Service Manager* 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 *service*. 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 Affected Property;
 - 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 the *service*; and
 - undertakes, in and about the execution of the *service*, 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 *service*, 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 *Service 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 Service 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 4710303126 on each invoice he submits for payment.

Z8 Notifying compensation events

- Z8.1 Delete the last paragraph of core clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within eight weeks of becoming aware of the event, he is not entitled to a change in the Prices.

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 82.1 is provided for in 60.1(12) and the *Employer’s* liability under the indemnity is limited to compensation as provided for in core clause 63 and X19.11 if Option X19 Task Order applies to this contract.

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 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 SubContractors 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.

- Z11.1 A Committing Party may not take any Prohibited Action during the course of the procurement of this contract or in execution thereof.
- Z11.2 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.
- Z11.3 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.
- Z11.4 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.

Z12 Insurance

Z 12 .1 Replace core clause 83 with the following:

Insurance cover 83

- 83.1 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.
- 83.2 The *Contractor* provides the insurances stated in the Insurance Table A from the *starting date* until the earlier of Completion and the date of the termination certificate.

INSURANCE TABLE A

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

Z 12.2 Replace core clause 86 with the following:

Insurance by the Employer 86

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

INSURANCE TABLE B

Insurance against or name of policy	Minimum amount of cover or minimum limit of indemnity
Assets All Risk	Per the insurance policy document
Contract Works insurance	Per the insurance policy document
Environmental Liability	Per the insurance policy document
General and Public Liability	Per the insurance policy document
Transportation (Marine)	Per the insurance policy document
Motor Fleet and Mobile Plant	Per the insurance policy document
Terrorism	Per the insurance policy document
Cyber Liability	Per the insurance policy document
Nuclear Material Damage and Business Interruption	Per the insurance policy document
Nuclear Material Damage Terrorism	Per the insurance policy document

Z13 Nuclear Liability

- Z13.1 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.
- Z13.2 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*.
- Z13.3 Subject to clause Z13.4 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*.
- Z13.4 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.

Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z14 Asbestos

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

AAIA	means approved asbestos inspection authority.
ACM	means asbestos containing materials.
AL	means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
Ambient Air	means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
Compliance Monitoring	means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
OEL	means occupational exposure limit.
Parallel Measurements	means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
Safe Levels	means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
Standard	means the <i>Employer's</i> Asbestos Standard 32-303: Requirements for Safe Processing, Handling, Storing, Disposal and Phase-out of Asbestos and Asbestos Containing Material, Equipment and Articles.
SANAS	means the South African National Accreditation System.
TWA	means the average exposure, within a given workplace, to airborne asbestos fibres, normalised to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.

Z14.1 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.

Z14.2 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 Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.

- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 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.
- Z14.5 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.
- Z14.6 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.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos Contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

C1.2 Contract Data

Part two - Data provided by the Contractor

Notes to a tendering Contractor:

1. Please read both the both the NEC3 Term Service Contract April 2013 and the relevant parts of its Guidance Notes (TSC3-GN)³ in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data.
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The key people are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications:	

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 086 5391902 or www.ecs.co.za

Experience:

CV's (and further key person's data including CVs) are in .

A	Priced contract with price list
11.2(12)	The <i>price list</i> is in
11.2(19)	The tendered total of the Prices is R

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]

C2.1 Pricing assumptions: Option A

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		<ul style="list-style-type: none">• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering Contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

Before preparing the *price list*, both the *Employer* and tendering Contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the *price list* either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the *service* to be provided. Alternatively 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 the *price list* to be prepared and priced by him.

It is assumed that in preparing or finalising the *price list* the *Contractor*:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for;
- Is aware of the need to link operations shown in his plan to items shown in the Price List;
- Has listed and priced items in the *price list* which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service 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 item within the Prices or rates of other listed items in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

Format of the *price list*

(From the example given in an Appendix within the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering Contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering Contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering Contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the *price list*

The full BOQ is included as Annexure B of the Tender Enquiry

Item No	Bill Description	Unit	Quantity	Rate	Amount
1.1	Section No 1 : Preliminaries and Generals				
1.1.1	Bill No 1 : Fixed Preliminaries and Generals	Sum	1	R 400 000.00	R 400 000 .00
1.1.2	Bill No 2 : Time Related Preliminaries and Generals	Sum	1	R -	R -
2.1	Section No 2 : Measured Works				
2.1.1	Bill No 1 : Alterations	Sum	1	R -	R -
2.1.2	Bill No 2 : Earthworks and Other (Ramp Constructions)	Sum	1	R -	R -
2.1.3	Bill No 3 : Concrete, Formwork and Reinforcement	Sum	1	R -	R -
2.1.4	Bill No 4 : Electrical and Boardroom Construction & All associated scope	Sum	1	R -	R -
	Sub-Total				R -

The total of the Prices

PART 3: SCOPE OF WORK

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

C3.1: EMPLOYER’S SERVICE INFORMATION

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1. Description of the service

a. Executive overview

The initiation of this project is motivated based on Eskom’s commitment to the compliance of legal and other requirements and to ensure that occupational health and safety risks to Eskom employees and Contractors are eliminated or reduced.

The scope of work entails the full Refurbishment of the project to enable execution of the following high-level scope of work at the identified Office Building:

- Hazardous asbestos material, namely materials that are windowsills and ceiling are to be safely removed from site.
- Removal of these hazardous materials shall be done as per Health and Safety Act as listed above under References.

b. Employer’s requirements for the service

In compliance to the requirements of the occupational health and safety act (Act 85 of 1993), Asbestos Regulations GNR, 155 of 10 February 2002, asbestos containing materials at Office Building in the substations were identified. Asbestos containing materials were found to be in the form of trench ceilings and windowsills. The project will ensure safe processing, handling, storing, disposal, and phase-out of asbestos materials.

A national asbestos phase out initiative was created to ensure that all asbestos and asbestos containing material are phased out by the end of 2033 within the entire Eskom business unit.

A need for refurbishment was mentioned by the Grid and also to comply to the latest standard of South African National standard, namely, accessibility of the building, and the sufficient number of ablutions.

c. Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
OBL	Outside battery limits
FSS	Finance Shared Services
OEM	Original Equipment Manufacturer
PO	Purchase order
SAP	Financial Accounting System
NTCSA	National Transmission Company South Africa
FAS	Fall Arrest System
SHEQ	Safety Health Environment Quality

PPE	Personal Protective Equipment
-----	-------------------------------

2. Management strategy and start up.

a. The Contractor’s plan for the service

A detailed program with all the relevant Completion dates will be discussed with the Contractor and approved by National Transmission Company South Africa at the Inaugural meeting. The Contractor shall submit a comprehensive and fully detailed program within 1 week but before the Contract Date after the program has been discussed with the Contractor. The program shall be revised fortnightly and submitted to the PM for approval. If changes take place which affect the Completion Date, then a revised program must be submitted within 2 days. The Employer’s key and milestone dates shall be indicated.

The following dates shall be clearly reflected on the programme:

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

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

The Contractor’s trucks must have a valid and current crane test certificate with the truck driver and crane operator’s certificate. All slings, shackles and crimping tools must have valid and current test certificate, which must be produced two- weeks before site establishment.

The Contractor is to have a Central Grid certified and authorised ORHVS person available in each area where work is being performed at all times in accordance with National Transmission Company South Africa standard TST41-61 Contractor safety in a High Voltage environment.

b. DETAILED SCOPE OF WORK FOR THE OFFICE BUILDING

Internal

1. Strip entire ceiling at Cafeteria and kitchen and conduct an inspection for the water seeping through the ceiling.
2. Refurbish internal walls and patch where necessary.
3. Repaint internal walls.
4. Remove and replace all internal damaged wall tiles and skirtings, colours to match existing.
5. Install shower doors on all showers as shown on drawing **MIN24P08-SE-50-01**
6. Remove damaged floor carpet tiles and replace with new, colour to match existing.
7. Remove and replace all damaged and missing storage cupboard doors and kitchen cabinet doors. Remove existing damaged bathroom bench timber slats and replace with new, varnish all slats.
8. Remove any identified internal Asbestos windowsills.
9. Change existing exit doors to Fire doors as shown on drawing **MIN24P08-SE-50-01**
10. Demolish and remove existing fittings and fixture in existing Geyser storage room and construct new Disabled ablution as shown on drawing **MIN24P08-SE-50-01**

External

1. Conduct roof sheeting inspection for any damages.
2. Remove and replace damaged ceiling boards under roof eaves as shown on drawing

MIN24P08-SE-50-01.

3. Construct new concrete ramps on both fire exits as shown on drawing **MIN24P08-SE-50-01.**
4. Construct new 1000m apron around building where there is no apron and recast existing identified damaged concrete aprons as shown drawing **MIN24P08-SE-50-01.**
5. Install new concrete pavers at driveway and building main entrance as shown on drawing **MIN24P08-SE-50-02**
6. Dismantle existing carport and install new carport as shown on drawing **MIN24P08-SE-50-02**, refer to carport detail on standard carport drawing **0.54/10119.**
7. Demolish existing Pergola as shown on drawing **MIN24P08-SE-50-02.**

c. REPLACEMENT MATERIALS & SPECIFICATION

Ceiling	<p>6mm Thick rhino board fixed to existing brandering complete with H-profile jointing strips and 75mm polystyrene cornices, apply white acrylic sealer between cornice & ceiling & wall.</p> <p>Painting: Paint one coat primer and two coats of prominent paints satin silk sheen (white base) white cloud 0702-Y</p> <p>Ceiling insulation: 100mm thick aerolite (Think pink) or isotherm polyester ceiling insulation tightly fit between trusses. Where necessary add additional SAP branders at 400mm crs under truss tie-beam for support.</p>
Window sills	<p>175mm Fibre cement windowsills to be painted with primer and prominent paints satin silk exterior acrylic.</p> <p>Colour – match roof sheeting. (Exterior) Colour – crisp white. (Interior)</p>
Carpet	<p>Existing damaged carpet tiles to be removed and replaced to match existing.</p> <p>Colour – Eskom Gold Screen, 20637c. (Interior)</p>

d. TECHNICAL EVALUATION THRESHOLD

The scoring for each tender will be done as per the scoring table shown below. This table is as per the requirements of Tender Engineering Evaluation Procedure [1]. The minimum weighted average score required for the tender to be considered technically acceptable is 70%.

Table 2: Evaluation Scoring Table

Score	Percentage	Definition
5	100	COMPLIANT Meet technical requirement(s) AND No foreseen technical risk(s) in meeting technical requirements.
4	80	COMPLIANT WITH ASSOCIATED QUALIFICATIONS Meet technical requirement(s) with; Acceptable technical risk(s) AND/OR; Acceptable exceptions AND/OR; Acceptable conditions.
2	40	NON-COMPLIANT Does not meet technical requirement(s) AND/OR; Unacceptable technical risk(s) AND/OR; Unacceptable exceptions AND/OR; Unacceptable conditions.
0	0	TOTALLY DEFICIENT OR NON-RESPONSIVE
<p>Note 1: The scoring table does not allow for scoring of 1 and 3. Note 2: Foreseen acceptable and unacceptable risk(s), exceptions and conditions shall be unambiguously defined in the relevant Tender Technical Evaluation Strategy.</p>		

e. QUALITATIVE TECHNICAL EVALUATION CRITERIA (A)

Compliant tenders will be evaluated against a set of weighted qualitative evaluation criteria. The evaluation criterion has been broken down into sections and a percentage weighting has been allocated to each section. Percentage weighting summary figures is indicated in Table 4 below. For details of the requirements for criteria scoring, see appendix A.

Table 4: Substation Civil Works Qualitative Technical Evaluation Criteria

	Qualitative Technical Criteria Description	Reference to Technical Specification / Tender Returnable	Criteria Weighting (%)	Criteria Sub Weighting (%)	Score Clarification	
1.	Construction Program/technical Schedule: Applicable scope ticked.	240-48929482				
	a) Foundations and/or Plinths					✓
	b) Cable Trenches					
	c) Earthworks					✓
	d) Roads					
	e) Drainage					✓
	f) Yard stone					
	g) Buildings					✓
	h) Fencing					
	i) Steelwork i.1. Columns & Beams i.2. Equipment support structure i.3. Floodlight mast					✓
	j) Security lighting					
	k) Earth mat & earth tails					
	l) Substation electrical in buildings					✓

		I.1. Lighting installation I.2. Ventilation installation I.3. Electrical installation (DB)																												
	1.1	A program with the order in which main activities will be done																												
	1.2	Time durations of main activities from start to end																												
2.	Construction Method Statements Applicable Scope Ticked																													
		<table border="1"> <tr> <td>a) Foundations and/or Plinths</td> <td>✓</td> </tr> <tr> <td>b) Cable Trenches</td> <td>✓</td> </tr> <tr> <td>c) Earthworks</td> <td>✓</td> </tr> <tr> <td>d) Roads</td> <td></td> </tr> <tr> <td>e) Drainage</td> <td>✓</td> </tr> <tr> <td>f) Yardstone</td> <td></td> </tr> <tr> <td>g) Buildings</td> <td>✓</td> </tr> <tr> <td>h) Fencing</td> <td></td> </tr> <tr> <td>i) Steelwork I.4. Columns & Beams I.5. Equipment support structure. I.6. Floodlight mast</td> <td>✓</td> </tr> <tr> <td>j) Security lighting</td> <td></td> </tr> <tr> <td>k) Earth mat & earth tails</td> <td></td> </tr> <tr> <td>l) Substation electrical in buildings I.7. Lighting installation I.8. Ventilation installation I.9. Electrical installation (DB)</td> <td>✓</td> </tr> </table>	a) Foundations and/or Plinths	✓	b) Cable Trenches	✓	c) Earthworks	✓	d) Roads		e) Drainage	✓	f) Yardstone		g) Buildings	✓	h) Fencing		i) Steelwork I.4. Columns & Beams I.5. Equipment support structure. I.6. Floodlight mast	✓	j) Security lighting		k) Earth mat & earth tails		l) Substation electrical in buildings I.7. Lighting installation I.8. Ventilation installation I.9. Electrical installation (DB)	✓				
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d) Roads																														
e) Drainage	✓																													
f) Yardstone																														
g) Buildings	✓																													
h) Fencing																														
i) Steelwork I.4. Columns & Beams I.5. Equipment support structure. I.6. Floodlight mast	✓																													
j) Security lighting																														
k) Earth mat & earth tails																														
l) Substation electrical in buildings I.7. Lighting installation I.8. Ventilation installation I.9. Electrical installation (DB)	✓																													

	<p>Addition:</p> <ul style="list-style-type: none"> • <u>Method of concrete mix</u> The Contractor to specify the method of concrete placement, batching on site or supply of ready mix. <ul style="list-style-type: none"> ○ If Batching – the Contractor to provide the following: <ul style="list-style-type: none"> - Concrete Mix design; - Aggregate to be used; - Location/supplier of aggregate; and - Mixing and testing to be included in the method statement. ○ If ready mix - If Ready mix – the Contractor to provide the following: <ul style="list-style-type: none"> - The supplier of Ready mix and the distance from site; - How results (and what results) will be obtained from the supplier; and - How concrete will be tested on site. • <u>Method of steel erection: (where the crane is required)</u> If the Contractor specified that he/she will not subcontract the steel erection, he/she should specify there is a qualified rigger and crane operator to perform the work. If the Contractor does not have a qualified rigger, he/she must specify that there will be a subContractor company responsible for steelwork in this section or under list of subContractor section. 				
2.1	<p>Relevant method statement with a description of how the main activities will be constructed.</p>				<p>Method statement(s) demonstrate good understanding of the scope of work and it addresses all the minimum required information = 5 ; Method statement has partial understanding of the scope and it</p>

		<p>The Contractor shall submit typical method statement(s) detailing how the works will be executed.</p> <p>The method statement(s) shall address all the aspects of the scope of work including but not limited to:</p> <ul style="list-style-type: none"> a) Removal and replacement of asbestos items. b) Construction of new buildings. c) Civil works including ground preparation, drainage works, excavations, layer works and levelling works, block paving d) Sewer works and plumbing <p>Organogram of the project team</p> <ul style="list-style-type: none"> A) the Tenderer shall submit an organogram showing the key personnel and project team. As a minimum, the organogram shall include (but not limited to): Service Manager, Site manager, site supervisor and Qualified Electrical Technician (registered with the DOL). B) Organogram to have names of the resources with their roles in the project 				<p>addresses two (2) to three(3) of the minimum required information = 4; Method statement lacks details, it addresses one (1) to two (2) of the listed minimum requirements and does not meet technical requirements, Unacceptable technical risks = 2 ; None provided = 0</p>
3.	List of SubContractors					

Technical Tender Evaluation Criteria – Central Grid
 Refurbishment of Minerva Office Building

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	3.1	Any company supplying material, plant and equipment that the Contractor may hire. List company with the material, plant and equipment which they are supplying				
	3.2	Specify if there will be any company/Contractor performing any construction work not done by the main Contractor				
4.		List of Tools, Plant and Machinery				
	4.1	All relevant earthing tools, plant and machinery to be used during construction owned by the Contractor. (All hired to be included in the list of subContractors)				
5.		Relevant Previous Projects Completed				
	5.1	List of relevant and comparable previous projects executed successfully with similar scope in a table format – value for scope undertaken description of works undertaken				>5 Projects = 5; 4 to 2 projects = 4; 1 project = 2; none provided = 0
	5.2	Including project scope, start and completion date and client contact person and details (Name and contact details of Client)				Well defined project scope, completion date and client contact person details provided (When all 3 requirements are provided) = 5 ; When any of project scope, completion date or client contact person and details is missing (When only 2 requirements are provided = 4; When one of project scope , completion date and client contact person and details is provided (When only one of the requirements is provided) = 2 ; None provided = 0
	5.3	Copies of completion certificates/letter or similar evidence from client.				All completion certificates for the mentioned projects in 5.1 provided

Technical Tender Evaluation Criteria – Central Grid
 Refurbishment of Minerva Office Building

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						= 5; Missing any of the mentioned projects in 5.1 = 4 ; Missing more than half of the projects mentioned in 5.1 = 2 ; none provided = 0
6.		CV's and Qualifications of Key Personnel				
	6.1	CVs of Construction Manager/Service Manager, Site Manager/Site Agent and Site Supervisor				All required CVs provided = 5; Missing 1 CV = 4; Only 1 CV submitted = 2 ; none provided = 0
	6.2	CVs to include academic qualifications and experience of key personnel detailing relevant project specific work experience. Qualifications: Construction manager/Service Manager – Btech/Diploma plus minimum of 5 years' experience. Site manager/Site agent- Btech/N.Diploma in Civil or building science as minimum qualification plus minimum of 5 years' experience Site Supervisor - Btech/Diploma plus minimum of 5 years' experience Signed letter confirming availability of key resources for the project.				All personnel meet the minimum qualification and experience = 5. (All key personnel to meet minimum requirements to achieve maximum score); Any of the key personnel not meeting the required qualification and experience = 2
	6.3	Proof/copies of certified academic qualifications				All qualifications mentioned in 6.1 & 6.2 provided = 5 (if all certified = 5 and not certified = 0) "Uncertified documents cannot be verified and therefore will results in documents not being accepted".
TOTAL: 100						

***NOTE:**

CIBD GRADING: 5G

3. Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Project Kick off meeting	TBC	TBC	<i>Employer, Contractor and ____</i>
Risk register and compensation events	TBC	TBC	<i>Employer, Contractor and ____</i>
Overall contract progress and feedback	TBC	TBC	<i>Employer, Contractor and ____</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service 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.

Contractor’s management, supervision and key people

The *Contractor* is to have an organogram on file clearly indicating all site-specific key personnel, such as RP, Health and safety & Environmental reps, Site Foreman etc.

All key personnel must be appointed in writing, and all appointments must be site specific, valid and kept on the site file at all times.

The Contractor is required to hire experienced supervisors with a proven track record in the construction field. Prior to deployment on-site to oversee activities, the qualifications, training records, and curriculum vitae of supervisors must be submitted to the *Service Manager* for approval.

The Contractor is responsible for maintaining an updated organogram on-site, detailing all supervision and management both on-site and off-site for the management of this contract. Additionally, the Contractor must always maintain daily attendance registers and make them available to the *Service Manager* upon request.

- All staff working on *Employer’s* premises shall adhere to access control requirements of the specific site.
- All Contractors staff to report to Employer’s representative before commencing any work on site.
- All Contractor staff to be clearly identifiable.
- All key personnel must be appointed in writing, and all appointments must be site specific, valid and kept on the site file at all times.

NB: Minerva Substation is a National Key Point site and thus vetting of all employees is a requirement.

Documentation control

The use of standard TSC3 forms, letters, templates must be used when issuing official communication.

All contractual Documentation must have relevant contract number and Purchase Order Number as reference as per National Transmission Company of South Africa Standards. Contractual communications will be in the form of properly compiled letters, letters attached to emails, emails, NEC3 template and urgent *Contractor* meetings can be in the form of SMS. The use of SMS’s, emails does not override the use of applicable and relevant NEC3 standard templates, forms, and National Transmission company of South Africa procedures.

Invoicing and payment

Within one week of receiving a payment certificate from the *Service 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 *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to

_____ and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number **4710303126**;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- Goods Receipt Number (GRN)

Invoices and Additional Information

- NTCSA order number must be clearly indicated on the invoice with the line number on the order for billing.
- Only PDF invoices must be submitted.
- Each PDF file should contain one invoice, one debit, and credit note only as NTCSA's SAP system does not support more than one PDF being linked into workflow at a time.
- Only one PDF file per email (one invoice or debit note or credit note).
- Send all invoices in PDF straight from your system to an NTCSA email address (see the email address below).
- When it comes to foreign invoices, suppliers will be required to physical deliver the hard copies of original documents to the respective documentation management centres – though invoices emailed. NTCSA is still seeking clarity from the South African Reserve Bank for foreign invoices and currency. Current requirements are that these manual invoices should be submitted. Invoice copy can be sent to the email address indicated below.
- All submitted invoices electronically must comply with the Tax Requirements.
- If there is a Cost Price Adjustment on the invoice, NTCSA recommends separate invoice for CPA to avoid delays on payment, if there are issues for the CPA.
- Introduction of electronic invoicing does not guarantee payment but will ensure visibility of all invoices and ensure that no invoices get lost. If the goods receipt is not done, the invoice will be parked, and the system will automatically send an email to the end user to do good receipt. This is also tracked by NTCSA through the park invoice report.
- The Contractor can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected.
- The Contractor is welcome to forward the details of invoices corrected to the FSS contact centre.
- All invoices for payment must be submitted Invoicesntcsalocal@ntcsa.co.za

Follow-up with Finance Shared Services (FSS):

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

Introducing electronic invoicing does not guarantee payment but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is not done, the invoice will be parked, and the system will automatically send an email to the end user to do the GR. This is also tracked by NTCSA through the parked invoice report.

Contract change management

All construction will be done in accordance with National Transmission Company South Africa's policies, standards and design or drawings provided. No deviation from any design or drawing will be accepted, unless requested through the PM and approved in writing by the responsible National Transmission Company South Africa's designer.

All drawings to be used are as per the drawing register and statement of works

Records of Defined Cost to be kept by the *Contractor*

The *Contractor* is to keep proof such as invoices of all costs incurred for a compensation event and submit them to the *Service Manager* if requested.

Insurance provided by the *Employer*

As stipulated in the Contract Data.

Training workshops and technology transfer

As per SDL&I requirements. The *Contractor* determines and provides for any training in terms of the Works

Design and supply of Equipment

Things provided at the end of the *service period* for the *Employer's* use

Equipment

At the end of the contract, all the equipment purchased through the contract by the Employer must be handed over to the Service Manager.

Information and other things

At the end of service contract, the Contractor must provide the following information.

- Consolidated health and safety file
- Employers' investigation reports and all supporting documents
- All contract reports in relation to this service contract
- Where stated in the price list and Service Information at the end of each task completed the Contractor to provide a concise Report.

The task is not complete unless the Report noted is provided for the specified item.

Management of work done by Task Order

The Task Order shall carry all details of the scope for the Task Order, Prices, the Purchase Order and who the responsible *Service Manager* for the Task Order is.

All work shall be done in terms of Task Orders, as per secondary clause X19, that will be issued by the *Employer* to the *Contractor*. No work may be commenced without a Task Order issued by the *Service Manager* of this contract. No additional work may be done on arrival at sites that is outside the set Task Order scope or work and or quantities authorised.

Notification to be given to the relevant CLN Senior Supervisor and *Service Manager* prior to any work being undertaken.

Health and safety, the environment and quality assurance

Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in this Works Information.

- The *Contractor* complies with the SHE specification for the NTCSA Central Grid.
- The *Contractor* implements a Safety Management Plan (SMP) that complies with the Health and Safety specifications and further uses the OHS Act as a guideline, subject to the *Service Manager's* acceptance.

The *Contractor* as an Employer in his own right has duty of care and obligation to ensure that he provides a safe working environment in line to his employees.

No work on site will be allowed to commence before all the access permits, and the relevant health and safety files are in place – according to the Eskom/NTCSA standard SHE Requirements 32-726 and 32-727: (Occupational Health and Safety Requirements to be met by National Transmission Company South Africa Employees, Contractors and Sub-Contractors during maintenance and construction work.)

The *Contractor* is to compile the complete Safety File according to Annexure 1 – Audit form in the Eskom Standard SHE Requirements 32-726 and 32-727 Document and submit to NTCSA Services Risk and Safety Department. PLEASE NOTE that only once approval for the Safety File has been granted by NTCSA Services Risk and Safety Department will arrangements for an Inaugural Meeting will be made to start Construction work on Site.

The *Contractor* must have an Eskom Certified and Authorized ORHVS person (Valid as requested by NTCSA) available on site at all times in accordance with National Transmission Company South Africa Standard TST0015 - Training, Assessment and Authorisation of persons for the operation and maintenance of the power system. The authorization procedure for a permit to work shall be done before the *Contractor* commences work on site. The *Contractor's* Responsible person has to be Interviewed and Authorised by the Central Grid personnel before any work can commence on Site.

The *Contractor* is responsible for setting out the works as shown on the drawings. Before any excavation is commenced, it will be the responsibility of the *Contractor* to ascertain from the "Engineering Assistant" the position of any existing services on site. Once these are indicated to the *Contractor* they shall be deemed "known". Any costs incurred for repairs to any "known" services shall be for the *Contractor's* account. The *Contractor* shall make his own arrangements for the provision of accommodation for his employees. No accommodation or camping will be allowed on site.

The *Contractor* shall control his activities and processes in accordance with the Occupational Health & Safety Act No. 85 of 1993, and Eskom's Safety Standard TST41-61: Occupational Health and Safety Requirements to be met by National Transmission Company South Africa Employees, *Contractors* and Sub-Contractors during maintenance and construction work. Safety meetings are to be held regularly, and copies of the minutes must be maintained and submitted to National Transmission Company South Africa at the monthly progress meetings when requested.

Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated in this Works Information.

General:

The *Contractor* complies with the SHE Specification for NTCSA Central Grid.

In case of uncertainty or discrepancies between various standards and specifications, the *Contractor* shall consult with the Service Manager for clarity.

The *Contractor* shall control his activities and processes in accordance with National Transmission Company South Africa Environmental Policies, TST41-120 Rev2 and National Transmission Company South Africa SHE Requirements 32-726 The EMP will provide the Aspects and Impacts that will require management and must be followed strictly. The Contractor shall prepare a separate mitigation plan for all environmental concerns raised through the EMP and in any other relevant forum.

The *Contractor* shall establish a refuse control system. All waste is to be collected and disposed of as required by Eskom's Environmental Policies and the Local Authority. All Hazardous waste to be stored separately and all waste must be disposed of at registered waste sites and certificates confirming type and amount to be submitted to National Transmission Company South Africa Separate bins must be provided on site for general and hazardous waste and must be clearly marked.

Environmental meetings between National Transmission Company of South Africa and the *Contractor* may be held regularly and copies of the minutes may be submitted to National Transmission Company South Africa on request. The Contractor is to provide monthly environmental reports and to send a flash report for any environmental incidences on site as soon as possible or within 24 hours to the Site Supervisor and Service Manager of any impact to the environment.

Quality assurance requirements

The *Contractor* shall comply with the Quality criteria and constraints stated in the *Employer's* specification QM58, ISO 9001 and Works Information.

- The *Contractor* complies with the *Employer's* specification QM58.
- The *Contractor's* Quality Management System conforms to International Standard ISO 9001.
- The *Contractor* submits his Quality Management System documents to the *Service Manager* for acceptance as part of the programme to include details of the:
 - Quality Plan for the *Works*;
 - Quality policy;
 - Index of procedures to be used;
 - Document register; and,
 - Schedule of internal and external audits for the *Works*.
- The *Contractor* submits in detail his proposed test and inspection plan to the *Supervisor* for acceptance before manufacturing and installation start. The *Contractor's* test and inspection plan includes detailed trenching records, witness points and hold points for critical activities.
- Tolerances are covered in the specifications.
- The *Contractor* develops and maintains a comprehensive register of documents that are generated on the contract including all quality related documents. The *Service Manager* indicates those documents to be submitted for information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register indicates the dates of issue of the documents with the *Service Manager* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply (except where stated otherwise) prior to such documents being used by the *Contractor*.
- The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, quality assurance and quality control co-ordination activities to ensure that the *Works* meet the standards stated in the Works Information. It includes a description of the *Contractor's* test and inspection activities, and check/test sheets. The *Employer's* specification QM58 contains the minimum requirements for the Quality Plan.

Security requirements

Contractor requirements may vary and subject to the nature of the job to be executed. From security point of view, it is imperative that the contractor must have SAPS Clearance certificates or any equivalent criminal background checks and certified ID copies for their employees and be submitted to NTCSA Security personnel myself. A copy of contractor workers list must be handed to the security guards at the substation for the duration of the project for the purpose of access control. More requirements may be needed if the contractor is bringing their own security to guard the project material. These requirements include a safety file containing statutory and mandatory documents such as:

1. Company PSIRA registration certificate
2. PSIRA Letter of Good Standing
3. COIDA
4. UIF compliance certificate
5. Letter of Registration with Private Security Industry Provident Fund.
6. SARS PIN
7. PSIRA certificate for the company owner/director
8. PSIRA Certificate for security officers
9. Periodic medical certificates of security officers
10. SAPS clearance or MIE or POSTNET clearance for security officers
11. Copies of company firearm licences if the contract requires armed guarding.
12. Firearm competency certificates for the guards.
13. Training and PSIRA certificates for the guards
14. SAPS clearance certificate or equivalent clearance certificate
15. Security induction for the guards.

The above list may not be needed if the contractor is not bringing their own security to guard project material on site.

ORHVS Compliance Requirements

Employees requiring access to the Control room and HV Yard will need to be accompanied by a person who is an Authorised person for Outcome 1.

The authorisation requirements are listed below:

- Portfolio of Evidence (POE)
- Validations of certificate such as ORHVS, EPZ and supervision.
- Application for assessment we use Annex B
- For pre-assessment we use Annexure A and F
- There's also a theoretical test and pass mark is 80%, if your candidate gets 70% up there's re-write if below, he/she must rebook for another date.

Reference documents are listed in the table below and included in the enquiry.

Procurement

People

Minimum requirements of people employed

People employed on site shall have all relevant documents as required by law for employment within the country, i.e. relevant work permits and identifications.

All staff must be vetted through the Grid Security Manager’s office according to the Substation standard operating procedure.

All workers will always be subject to Ad Hoc breathalyser tests when on duty. All workers must always wear seat belts when travelling while on National Transmission Company of South Africa business.

BBBEE and preferencing scheme

Clause Z3 under the Additional conditions of contract in Part one – Contract Data of the Contract document provided by the *Employer* refers.

Supply Development Localization and Industrialization (SDL&L)

Supplier Development Localization and Industrialisation (SDL&I) as a poverty alleviation and job creation initiative has identified spending on infrastructure such as power stations construction as a key area for intervention and *Employer* is accordingly required to set local content, black economic empowerment (LBS, BWO, BYO and BPLwD) skills development targets. *Employer* prefers to do business with companies that are more than 50% Black Owned and have achieved Level 1- 3; this includes Black Woman Owned (BWO), Black Youth Owned (BYO), and Black People Living with Disability (BPLwD).

The *Contractor* shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The *Contractor* shall be required to submit a new B-BBEE certificate within 3 months, should ownership of the company change during the life of the contract.

Employer has long had a policy in place regarding procurement from black individuals and companies owned and managed by black individuals. In accordance with the publication of The Codes of Good Practice on Black Economic Empowerment issued under Section 9(1) of the Broad Based Black Economic Empowerment Act, 53 of 2003 (the “Codes”).

Designated Sectors

When applicable the following stipulated minimum threshold for Local Production and Content must be achieved in full by the tenderer

a) Is this Commodity or part of it a Designated Sector?

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Please indicate below Designated Components

Commodity	Components	Local Content Threshold
Cement	Cement	100%
Steel	Roof skirt	100%

NOTE: SBD 6.2 Declaration Form and Annexure C (Local Content Declaration-Summary Schedule) are therefore **mandatory** on contract award.

SDL&I Objectives in line with Reconstruction and Development Programme (RDP) Goals

Tenderers who complete and submit the objectives as required, but who do not meet NTCSA's targets, will not be disqualified. SDL&I objectives do not form part of scoring but commitments will form part of contractual obligations

1. Transformation – BBBEE Improvement or Retention Plan

Transformation remains an area of focus, where NTCSA continuously strives to align itself with national transformation imperatives to unlock growth, drive industrialization, create employment and contribute to skills development.

NTCSA encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Tenderer/s will be allocated points in terms of a preference point system based on specific goals, NTCSA also requests that tenderer/s submits their B-BBEE improvement or retention plan within 30 days of signing the contract.

Tenderer/s are therefore requested to indicate the extent to which they will maintain (only if the respondent is a Level 1) or may improve/maintain their B-BBEE status over the contract period if their B-BBEE status is level 2 or 3. Tenderer/s with a B-BBEE status level 4 at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of

B-BBEE Level 3 by the end of the first year of the contract and thereafter improve their B-BBEE status level or migrate by one level higher.

Tenderer/s with a B-BBEE recognition status of Level 5 to Level 8 or non-compliant at the time of contract award, shall migrate and achieve as a non-negotiable a milestone of Level 4 by the end of the first year of the contract and thereafter improve at least one B-BBEE Level higher of each year from the second year of the contract.

Tenderer/s are requested to submit their B-BBEE Improvement Plan as an essential document within 30 days of signing the contract.

NB: A valid B-BBEE certificate or Sworn Affidavit is a condition for contract award, if your company's annual Total Revenue is R10 Million or less you qualify as an Exempted Micro-Enterprise therefore you can submit Sworn Affidavit. If your annual Total Revenue is R50 Million or less, you qualify as Qualifying Small Enterprise and must comply with all of the elements of QSE score card relevant to your sector unless an entity is at least 51% Black owned you are required to obtain a Sworn affidavit. If your Annual Total Revenue is above R50m you need to submit a Valid B-BBEE certificate.

2. Local Procurement Content

"Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response

must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spending minus the imported component. Tenderers are required to submit their proposals in the table below.

Local Procurement Content	NTCSA target	Tenderer Proposal
		100%

3. Jobs. Tenderers are required to submit proposals for the type and number of jobs that will be created and retained in South Africa as a direct result of being awarded a contract.

Type of Jobs to be created	Number of Jobs to be created

Type of Jobs to be retained	Number of Jobs to be retained

4. Skills development

Criteria	Eskom Target	Tenderer Commitment
Artisans	3	

Tenderers are required to submit proposals in a table below for developing the skills of unemployed candidates in the country. Skills development is intended to address Eskom’s core, scarce and critical skills and the scarce and critical skills. These skills are also included in a 2020 list of occupations in high demand as stipulated in the Government Gazette 43937. Candidates shall be from all provinces in the country, and their composition shall be representative of the population demographics of South Africa

The process of developing these skills shall involve the participation by tenderers directly and through their supply network. In certain cases, the SETA’s accredited training providers can be approached to participate in developing critical and scarce skills.

Note: That these targets for skills development candidates categorically exclude Eskom employees and registered learners. The tenderers are required to take full responsibility for the total cost of developing the requisite skills, and Eskom shall not make any financial contribution towards the fulfilment of this obligation. Tenderers also are advised to approach their relevant SETAs to access grants, subsidies, and incentives as well as South African Revenue Services for tax rebates that are earmarked for skills development initiatives

SDL&I Retention and Performance Security

NTCSA will apply a retention of 2.5% of the invoice amount for failure to meet SDL&I obligations.

NTCSA will apply retention of 2.5% of the monthly invoice value for failure to meet SDL&I obligations.

For the duration of the contract, NTCSA will retain 2.5% of every invoice (excluding VAT) as security for the fulfilment of all SDL&I Obligations. The retained amounts shall only be released to the Contractor upon:

- NTCSA receives the SDL&I progress report/s from the Contractor.
- Fulfilment of all SDL&I obligations by the Contractor.
- Submission of an approved compliance report by SDL&I Department.

Subcontracting

Preferred subContractors

The *Contractor* to appoint own subContractors and ensure they comply with all National Transmission Company of South Africa SHEQ requirements.

Subcontract documentation, and assessment of subcontract tenders

The *Contractor* uses an NEC3 Term Service Short Contract Subcontract with Main Option B when he subcontracts portions of the Works which amount to more than 25% of the contract value.

Limitations on subcontracting

The Sub-Contractors will also be required to conform to the *Employer's* SHEQ requirements.

Attendance on subContractors

The Sub-Contractors will also be required to conform to the *Employer's* SHEQ requirements.

Plant and Materials

Specifications

Refer to quality documents (TST41-168 Quality Assurance for Procurement of Assets, Goods and Services)
The *Contractor* shall remain responsible for the quality of all the plant used and materials supplied. If the *Contractor's* supplier is used for the manufacturing and erection of any steel work the *Contractor* must ensure that the quality is in line with National Transmission Company of South Africa requirements. Any non-conformance must be rectified

Ceiling	<p>6mm Thick rhino board fixed to existing brander complete with H-profile jointing strips and 75mm polystyrene cornices, apply white acrylic sealer between cornice & ceiling & wall.</p> <p>Painting:</p> <p>Paint one coat primer and two coats of prominent paints satin silk sheen (white base) white cloud 0702-Y</p> <p>Ceiling insulation:</p> <p>100mm thick aerolite (Think pink) or isotherm polyester ceiling insulation tightly fit between trusses.</p> <p>Where necessary add additional SAP branders at 400mm crs under truss tie-beam for support.</p>
Window sills	<p>175mm Fibre cement windowsills to be painted with primer and prominent paints satin silk exterior acrylic.</p> <p>Colour – match roof sheeting. (Exterior) Colour – crisp white. (Interior)</p>
Carpet	<p>Existing damaged carpet tiles to be removed and replaced to match existing.</p> <p>Colour – Eskom Gold Screen, 20637c. (Interior)</p>

Correction of defects

Defect correction period is two (2) weeks after they have been identified, and notification send to the *Contractor*.

Contractor’s procurement of Plant and Materials

Refer to quality documents (TST41-168 Quality Assurance for Procurement of Assets, Goods and Services) The *Contractor* shall remain responsible for the quality of all the plant used and materials supplied. If the *Contractor’s* supplier is used for the manufacturing and erection of any steel work the *Contractor* must ensure that the quality is in line with National Transmission Company of South Africa requirements. Any non-conformance must be rectified

Tests and inspections before delivery

Take-over of The Works will be in accordance with NEC procedures in conjunction with National Transmission Company of South Africa (NTCSA) standard for substation inspection TST 41-638. The *Contractor* advises the *Employer* when the Works is available for final inspection and provides assistance.

Plant & Materials provided “free issue” by the Employer

The *Service Manager* may request inspection during the equipment and materials arrival on site. All equipment and materials must be inspected by the Contractor together with *Employer* (*Service Manager* or Supervisor) during arrival before use on site. The records of inspection must be available at any request by the Service Manager.

Cataloguing requirements by the Contractor

Not Applicable

Working on the Affected Property

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

The *Contractor* shall comply with all the requirements of SHE specification, Environmental Management Plan (EMP) and all relevant statutory requirements.

The security vetting of workers, safety and environmental training of workers and Induction courses will be done at the Substation, and additional time should be provided to meet these requirements.

Roads and Vehicles

- All vehicles used on site, by the *Contractor* will be compliant with NTCSA standards
- All road signs and traffic laws/regulations on site will be adhered to. Employees of the Contractor failing to comply will be removed from site and denied any further access.

Security

- The *Contractor's* staff will be subject to all security measure, rules and regulations of the NTCSA Security Services
- The *Contractor* shall agree to searching of all staff, bags, briefcases and vehicles.

Access to and Departure from Site

- Access to all sites will be through the main security gate of each particular site. The *Employers* informs the *Contractor* of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.
- The *Employer* reserves the right to subject all persons entering NTCSA sites to alcohol testing.

Temporary Gate Permits

- The *Contractor* provides the *Employer* with the personnel details of their staff at least two (2) weeks prior to the contract start date. All names and details to be submitted to the Employer who will arrange for all gate permits.
- If an employee is no longer in the employ of the *Contractor*, the *Contractor* shall notify the Employer immediately and replacements will be communicated to the Employer. The replacement employee will have to undergo the induction and vetting process.
- The *Contractor* ensures that all equipment and materials brought through the Security gate is signed in at the main security gate on the approved NTCSA Security Form.

Removal of Equipment

The *Contractor* is not allowed to remove any equipment or materials from site without producing the relevant NTCSA Security Form or Removal Permit.

- If the equipment or material is to be removed on the same day as it was brought to site, then the Security Form will need to be produced at the gate when leaving the site
- The removal of any item at a later stage of the contract will require a Security Form with the necessary approval of the Responsible Manager's signature

People restrictions, hours of work, conduct and records

The normal working hours shall be weekdays from 07:30 am to 04:30 pm.

- The *Contractor* is responsible for the provision of transportation for all personnel to site, from site to site.
- The *Contractor* is responsible for training and development of his staff whilst employed by the Employer.
- The *Contractor* keeps records of his people working on the Affected Property, including those of his Sub-Contractor and the Service Manager shall have access to these records at any time.
- High Voltage Yard: *Contractor* to ensure staff working at HV Yard has ORHVS training (HVO-01, Supervision, Herbicide, HIRA & Fire Fighting).

Health and safety facilities on the Affected Property

There are no Ablution facilities available on site for *Contractors*. The *Contractor* is to provide his own ablution facilities (flushable) on site and ensure that these facilities are kept in a clean condition to National Transmission Company of South Africa satisfaction. No work on site will be allowed to commence before the toilet facilities are available on site. The Contractor shall comply with all the requirements of SHE specification and all relevant statutory requirements.

Environmental controls, fauna & flora

The *Contractor* shall comply with all the requirements of the EMP and all other statutory requirements. The *Contractor* shall comply with the environmental requirements as stipulated in TST 41-120 (Environmental Requirements for the Procurement of Assets, Goods and Services). The *Contractor* must also comply with the following environmental procedures:

- EPC32-727: Eskom SHEQ Policy
- ST32-726 - SHE Requirements for the National Transmission Company South Africa's Commercial Process for additional requirements or co-operate projects
- The *Contractor* must adhere to the attached Environmental Management Plan and draw up his method statements based on the attached Environmental Management Plan.

Waste generated during project must be disposed at a registered site and *Contractor* shall retain records of disposal.

The illegal transporting, handling, purchasing and selling, poaching and killing of fauna and flora will not be tolerated. Offenders will be prosecuted. All fauna killed as a result of the activities of the *Contractor* must be reported to the Project leader /Environmental advisor within 24 hours.

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.

The *Contractor* has no title to an object of value or of historical or other interest within the Site. The *Contractor* notifies the *Service Manager* when such an object is found, and the *Service Manager* instructs the *Contractor* how to deal with it. The *Contractor* does not move the object without instructions.

Cooperating with and obtaining acceptance of Others

It will be the responsibility to work mutually with all other *Contractors* and personnel sharing the working area at any one time during the construction Phase. The *Contractor* will be required to integrate with other *Contractors*, as well as the Employer's personnel during construction. It is expected that cooperation will be given when this happens during the project construction.

Records of *Contractor's* Equipment

Supplier to have a tool and equipment registry for tracing purposes when entering and existing the site. Any additional equipment for the purpose of executing the work cannot be stored or left on site unless such is stipulated and agreed upon with the Employer

Equipment provided by the *Employer*

Site services and facilities

Provided by the *Employer*

- Access
- Water
- Ablution facilities
- Induction of employees

Provided by the *Contractor*

The *Contractor* is to provide the following items to facilitate the *Employer's* Site Supervisors project administration within four weeks of contract award:

a) As per instruction by the *Service Manager* for provision made in the Bill of Quantities.

The *Contractor* shall provide sanitary amenities, first aid and firefighting facilities as required by the Occupational Health and Safety Act.

The *Contractor* keeps records of the following and submits copies of these records to the Supervisor weekly:

- Number of personnel by category and/or trade on site on a daily basis.
- Detailed list of equipment by category on site on a daily basis with an indication of it's working condition i.e. working order, under repair, working but standing idle etc.
- Weather conditions as agreed with the Supervisor on a daily basis.

A risk register is to be kept by the *Contractor* in which all events are recorded. Records of events that could give rise to Compensation Events are to be always kept up to date for inspection by the Supervisor and/or Service Manager and this is to be kept in a risk register. This is not for inspection purposes but for management as per core clause 16.

REQUIREMENTS FOR VEHICLES

1. The appointed *Contractor* must have a system/ process to manage vehicle access to site.
2. The appointed *Contractor* must maintain their vehicles in a roadworthy condition and a vehicle license must be valid at all times.
3. *Contractor* vehicles can be subject to inspections by the contract/project manager

4. Vehicles which are not roadworthy will not be permitted to be used on site.
5. Precautions shall be taken to secure all loads properly.
6. All vehicles must be fitted with fire extinguisher, first aid kit and warning triangle

REQUIREMENTS FOR DRIVERS

1. The driver must have a valid national licence for the type of vehicle used.
2. The driver must have level 1 first aid training and basic fire extinguisher training
3. It is the responsibility of the driver to ensure:
 - a. Their passengers wear seat belts whilst the vehicle is in motion.
 - b. Comply with all traffic road rules, safety, and direction and speed signs.
 - c. Ensure that vehicle loads are properly secured prior to moving off.
 - d. Ensure that vehicles are not overloaded.
4. No drivers or operators may text, talk on cell phones or two-way radios whilst driving, unless a hands-free kit is used.
5. All drivers of such vehicles are to have valid medical fitness certificates.
6. Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them.
7. No passengers must be loaded on the back of the bakkie /LDV/ truck with no safety belts.

TOOLS AND EQUIPMENT

1. *Contractors* shall ensure that all tools and equipment are identified, safe to be used and is maintained in a good condition.
2. *Contractors* shall ensure that all tools and equipment are listed on an inventory list, be regularly inspected at least monthly or as required by legislation and risk assessments.
3. The equipment should be numbered or tagged so that it can be properly monitored and inspected.
4. Ensure all tools and equipment that emit noise shall be avoided, if not, necessary precautions are taken to prevent Noise Induce Hearing Loss.
5. Where applicable, tools and equipment must have the necessary approved test or calibration documentation prior to being brought onto site and the records shall form part of the SHE Plan. Maintenance calibration shall be undertaken in terms of the manufacturer's requirements.

PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS (PPE)

1. The appointed *Contractor* must provide a detailed programme that includes the issuing, maintenance and replacement of PPE for all his employees and sub-Contractors on site.
2. All Contractors shall comply with the requirements of GSR 2 of the OHS Act.
3. The risk-based PPE matrix must be compiled detailing the types of PPE that is required to be issued to employees performing the respective tasks.
4. Additional PPE shall be identified from task risk assessments for specific areas and tasks.
5. All Contractors shall ensure that their visitors wear and use the correct PPE whilst on worksites.
6. Where PPE is required and visitors are not in possession of, then it is the individual Contractor's responsibility to provide the PPE.
7. All PPE purchased and used by all Contractor employees including visitors must comply with the relevant SANS standards.

Control of noise, dust, water and waste

Refer to the SHE specification, EMP and any other statutory requirements.

All waste generated during the execution of the scope of work shall be managed in accordance with Transmission Waste Management Work Instruction (240-98818649) and in compliance with applicable environmental legislation and bylaws.

All spills/emergency incidents should be reported to NTCSA Contract Supervisor and Environmental Officer(s) immediately on occurrence. Incidents should be investigated to prevent reoccurrence.

- The *Contractor* should be aware of Eskom SHEQ Policy.
- *Contractor* must take into account environmental consideration when carrying out Risk Assessments.
- All equipment used on site must be in good working condition and no fuel and/or oil leaks on any equipment will not be allowed.
- Non-conformance, incident reporting and investigations shall be done by the Contractor, such reports must include but not limited to the following information:
 - The cause of the non-conformance/incident.
 - The proposed actions to correct and prevent recurrence.
 - Eskom Site supervisor shall issue non-conformances where there are deviations from environmental requirements.

Zero Liquid Effluent Discharge Policy (ZLED)

Contractor shall abide to Eskom Zero Liquid Effluent Discharge through the process of reuse and recycling if any.

Smoking

The National smoking policy must be adhered to. Smoking is permitted in designated areas only (Eskom Smoking Procedure 32-36).

Hook ups to existing works

As per NTCSA Lifesaving rules. The *Contractor* shall adhere to the SHE specification document issued with the Enquiry.

The *Contractor* shall conform with the requirements for Eskom/NTCSA Life Saving Rules, Eskom working at Heights Procedure, the performance of works which affects the Employer's operations, or the system of other Contractors shall be scheduled to be performed only at times approved by the Employer. The procedure for carrying out work which of necessity interrupts the *Employer's* operation, or the system of other *Contractors*, or imposes abnormal operating conditions of their systems, is subject to approval of the *Service Manager*.

- No scaffolding and platforms will be used without it having been safety cleared and the required documentation completed as per SANS 10085-1:2004 or recent version.
- Scaffolding should be done by trained personnel and certified as safe thereafter
- All working at heights apparel should be certified and inspected daily before use.

Tests and inspections

Description of tests and inspections

The *Contractor* shall be responsible for providing the quality inspections as per the scope requirements and rectifies all defects within the agreed time. The *Contractor* to provide test and inspection records on approved templates by the *Employer* (Project Manager). The inspections and records shall comply and conform with all applicable legislative and *Employer's* requirements.

Materials facilities and samples for tests and inspections

All deliveries for material shall be inspected by the *Service Manager* or Supervisor before usage on site.

List of documents and drawings

Documents and Drawings issued by the *Employer*

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

Drawing number	Revision	Title
TECHNICAL		
0.54/10119	1	Minerva substation - Carport
MIN24P08-SE-E50-01	1	Minerva substation - Office building
MIN24P08-SE-E50-02	1	Minerva substation - Site Plan
MIN24P08-SE-E50-03	1	Minerva substation – Door & Window Schedule
MIN24P08-SE-E51-00	1	Minerva substation - Office building lighting layout
MIN24P08-SE-E80	1	Technical Tender Evaluation Criteria – Central Grid Refurbishment of Minerva Office Building
MIN24P08-SE-E81	1	Waybill
MIN24P08-SE-E82	1	SoW for refurbishment of Minerva Office Building
SAFETY & RISK		
559-716786105	0	Annexure T1: OHS Tender Evaluation Template (High Risk)
32-726		Safety, Health, Environmental and Quality Standard
32-727		Safety, Health, Environmental and Quality Policy
ENVIRONMENTAL		
240-154832228		Environmental Management Tender Returnable
240-110600836		Environmental Requirements Proforma
QUALITY		
240-12248652	7	List of Tender Returnables Cat 2 Form A Cat Rev 7
240-68099512	9	List of Tender Returnables Cat 2 Form A Cat Rev 9

240-105658000		Supplier Quality Management (QM-58)
240-109253302		Quality Control Plan
240-109253698		Template for a Typical Contract Quality Plan
SECURITY		
Not registered	1	Central Grid Contractor Security Requirements
32-016M	1	Contractor Access Control Standard
240-180000215	1	Construction Regulations Security Check Sheet
COMPLIANCE (ORHVS)		
240-70413681	4	Portfolio of Evidence
240 -70413865	4	Approved Power Delivery

ANNEXURE A: X17 – LOW SERVICE DAMAGES

ITEM NO	KEY PERFORMANCE AREA	PENALTIES
1	PPE (NOT WEARING PPE, WEARING INCORRECT PPE & WARN OUT PPE)	5% OF THE TOTAL TASK ORDER ISSUED
2	FAILURE TO COMPLY WITH ESKOM AND NTCSA LIFE SAVING RULES	5% OF THE TOTAL TASK ORDER ISSUED
3	SAFETY, HEALTH, AND ENVIRONMENTAL CONTRAVENTION	5% OF THE TOTAL TASK ORDER ISSUED
4	FAILURE TO CORRECT DEFECT WITH A SPECIFIED PERIOD	5% OF THE TOTAL TASK ORDER ISSUED
5	INCORRECT HANDLING AND STORAGE OF MATERIAL, INCLUDING CHEMICALS	5% OF THE TOTAL TASK ORDER ISSUED
6	CHANGE OF KEY HUMAN RESOURCES ON SITE, WITHOUT SERVICE MANAGER'S APPROVAL	5% OF THE TOTAL TASK ORDER ISSUED
7	UNAVAILABILITY OF TOOLS AND EQUIPMENT	5% OF THE TOTAL TASK ORDER ISSUED
8	USE OF INCORRECT TOOLS AND EQUIPMENT ON SITE	5% OF THE TOTAL TASK ORDER ISSUED
9	EMPLOYEE ABSENTEEISM FOR SCHEDULED WORK	5% OF THE TOTAL TASK ORDER ISSUED
10	FAILURE TO PROVIDE SERVICES AS PER THE SCOPE OF WORK OR TASK ORDER ISSUED	5% OF THE TOTAL TASK ORDER ISSUED.

T2.2b – Tender Schedules for TSC3

Tender schedules specific to this tender

(Only use Schedules necessary for the applicable conditions of contract and contract specific circumstances.)

Schedules relevant to the Core Clauses.

TSC3-1	Schedule of proposed Subcontractor's / sub consultants
TSC3-2	First clause 21.2 plan & method statements
TSC3-3	Proposed organisation and key persons CV's
TSC3-4	Quality Plan

Schedules relevant to the Option clauses (only use Schedules for the Options chosen)

TSC3-X4	Form of intent to provide a parent company guarantee
TSC3-X13	Form of intent to provide a performance bond

Note to document compilers:

Add other Tender Schedules as may be required (for example)

- SHEQ Plan
- *Contractor's* Service Information for his plan

	Schedule of proposed SubContractors / sub consultants	Tender Schedule T2.2b ECC3-1/ TSC3-1
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We notify you that it is our intention to employ the following subContractors / sub consultants for work in this contract.
 If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed SubContractors / Sub consultants in accordance with requirements in the contract for such appointments. .

	Name and address of proposed SubContractor	Nature and extent of work	Previous experience with SubContractor.
1.			
2.			
3.			
4.			

Signed

Date

Name

Position

Tenderer

	Clause 21.2 plan & method statements	Tender Schedule T2.2b ECC3-2
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Note to tenderers: Please attach your proposed first plan to this Tender Schedule.
 This plan should show:

1. The information required of a plan submitted for acceptance in Clause 21.2
2. Any other requirements for a plan stated in the Service Information.

Tenderer to provide comment here if necessary.

Signed

Date

Name

.....

Position

.....

Tenderer

.....

.....

.....

	Contract Price adjustment (CPA) requirements	Tender Schedule T2.2b ECC3-X1 / TSC3-X1
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If Secondary Option X1 is included in the *conditions of contract*, and the *Employer* has not completed the data for this Option, the tendering Contractor may propose the proportions used to calculate the Price Adjustment Factor, the index which each proportion is to be linked to, the base date used and the organisation preparing the indices.

Complete the data in the right-hand column

X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	The month before tender closing date		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0.		
		0.		
		0.		
		0.		
		0.		
		0.15h	non-adjustable	
	Total	1.00		

NTCSA always requires a non-adjustable portion.

This Schedule prepared in accordance with NTCSA's Form CPA (General) Rev 4 April 2006 Section B.

Signed

Date

Name

Position

Tenderer