

NEC3 Engineering and Construction

Short Contract (ECSC3)

A contract between **NTCSA SOC Ltd (Reg No. 2021/539129/30)**

and

for Installation and commissioning of the following equipment at Marathon SS, Simplon SS, Pelly SS, Acornhoek SS, Foskor SS, Leseding SS, Spencer SS, Warmbad SS, Witkop SS, Merensky SS and Senakangwedi SS: NSD 570 TPE unit, 50W PLC, 2 x LME HP Filters, 75-ohm coax cable with connectors, 10 pair and 18Z cable and Alarms to be wired to IDF and interfaced with D20.

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Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

Documentation prepared by: Fako Pitsi

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C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

Title of the Contract

Installation and commissioning of the following equipment at Marathon SS, Simplon SS, Pelly SS, Acornhoek SS, Foskor SS, Leseding SS, Spencer SS, Merensky SS, Warmbad SS, Witkop SS and Senakangwedi SS: NSD 570 TPE unit, 50W PLC, 2 x LME HP Filters, 75-ohm coax cable with connectors, 10 pair and 18Z cable and Alarms to be wired to IDF and interfaced with D20.

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, 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.

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf 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: _____

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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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Works Information
- Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender 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, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s)

Name(s)

Capacity

for the Employer

(Insert name and address of organisation)

Name & signature of witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

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Schedule of Deviations

Note:

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

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

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

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

For the tenderer:

For the Employer

Signature _____

Name _____

Capacity _____

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

(Insert name and address of organisation)

Name & signature of witness _____

Date _____

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C1.2 Contract Data

Data provided by the *Employer*

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
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
10.1 & 14.4	The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions ¹ is (Name):	TBC
	Address	TBC
	Tel No.	TBC
	E-mail address	TBC
11.2(11)	The <i>works</i> are	Installation and commissioning of the following equipment at Marathon SS, Simplon SS, Pelly SS, Acornhoek SS, Foskor SS, Leseding SS, Spencer SS, Merensky SS, Senakangwedi SS, Warmbad SS and Witkop SS: NSD 570 TPE unit, 50W PLC, 2 x LME HP Filters, 75-ohm coax cable with connectors, 10 pair and 18Z cable and Alarms to be wired to IDF and interfaced with D20.
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Marathon SS, Simplon SS, Pelly SS, Acornhoek SS, Foskor SS, Leseding SS, Spencer SS, Merensky SS, Senakangwedi SS, Warmbad SS, Witkop SS
30.1	The <i>starting date</i> is.	26 July 2026
11.2(2)	The <i>completion date</i> is.	25 July 2027
13.2	The <i>period for reply</i> is	2 weeks
40	The <i>defects date</i> is	52 weeks after Completion

¹ Except those actions which can only be done by the *Employer* as a Party to the contract.

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41.3	The <i>defect correction period</i> is	Two (2) weeks unless period extended by Project Manager.
50.1	The <i>assessment day</i> is the	between the 20th day of each successive month.
50.5	The <i>delay damages</i> are	0.1% per day up to a limit of 10% of contract value
50.6	The retention is	10%
51.2	The interest rate on late payment is	0%
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	the amount of the deductibles relevant to the event
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).
	Address	TBC
	Tel No.	TBC
	e-mail	TBC
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body
93.4	The <i>tribunal</i> is:	arbitration.
	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.

The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013)²³ and the following additional conditions Z1 to Z11 which 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 Change of Broad Based Black Economic Empowerment (B-BBEE) status

- Z2.1 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.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z2.4 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 those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the works.

Z3 Confidentiality

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. 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 where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 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

² If June 2005 Edition applies, delete April 2013 and insert June 2005

³ State whether attached as a 'PDF' file in terms of NTCSA's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

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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.

Z3.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z4 Waiver and estoppel: Add to clause 12.2:

Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates 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.

Z5 Health, safety and the environment

Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:

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

Z5.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

Z6 Provision of a Tax Invoice and interest. Add to clause 50

Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.

Z6.2 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 clause 51.2 is then calculated from the delayed date by when payment is to be made.

Z6.3 The *Contractor* 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.

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Z7 Notifying compensation events

Z7.1 Delete from the last sentence in clause 61.1, "unless the event arises from an instruction of the *Employer*."

Z8 *Employer's* limitation of liability; Add to clause 80.1

Z8.1 The *Employer* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand).

Z9 Termination: Add to clause 90.2, after the words "or its equivalent":

Z9.1 or had a business rescue order granted against it.

Z10 Addition to Clause 50.5

Z10.1 If the amount due for the *Contractor's* payment of *delay damages* reaches the limits stated in this Contract Data (if any), the *Employer* may terminate the *Contractor's* obligation to Provide the Works.

If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the *works*.

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 Subconsultants 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.

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

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 82 with the following:

Insurance cover 82

82.1 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.

82.2 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	Cover provided until
Loss of or damage to the works	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>Employer's</i> certificate of Completion has been issued
Loss of or damage to Equipment, 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	The Defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works,	<u>Loss of or damage to property</u> <i>Employer's</i> property	

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Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Works	The replacement cost where not covered by the Employer's insurance The Employer's policy deductible as at contract date where covered by the Employer's insurance <u>Other 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 Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	

82.3 The Employer provides the insurances as stated in the Insurance Table B

INSURANCE TABLE B

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

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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

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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.

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN)⁴ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 31 of the ECSC3 April 2013 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	[•]
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	E-mail address	[•]
63.2	The percentage for overheads and profit added to the Defined Cost for people is	[•]%
63.2	The percentage for overheads and profit added to other Defined Cost is	[•]%
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

⁴ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or www.ecs.co.za.

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns in the Price List 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 tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

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

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

C2.2 Price List

Kindly refer to the appendix BOQ's"

1. Acornhoek SS
2. Leseding SS
3. Merensky SS
4. Senakangwedi SS
5. Spencer SS
6. Witkop SS
7. Foskor SS
8. Warmbad SS
9. Marathon SS
10. Simplon SS
11. Pelly SS

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

C3: Scope of Work

C3.1 Works Information

ABB South Africa (Pty) Ltd,(the OEM) informed Eskom that they no longer support the ETI 21/101, the ETL 41/81 and the ETL 541/581 PLCs, which has compelled the maintenance staff to recover spares from decommissioned units as a stop gap measure. The reliability of recovered spares from decommissioned PLCs, due to their age, is questionable and cannot be guaranteed. The usage of the recovered spares from the decommissioned PLCs is not advisable as it poses a risk to the PLC system as the condition and remaining life of these components are unknown.

Due to the age of the ETI PLCs, the capacitors on the PC boards, over a long period of time have dried out causing the PLCs not to operate when required to. The PLC technicians also spend unnecessary long durations in identifying faults and replacing these capacitors. However, this would still not guarantee the required performance of the PLC. The travelling to the stations also uses valuable time and cost as well.

Due to the above, a contractor is required to do the installation and commissioning of the PLC's and accessories on various substations.

1. Description of the works

Installation and commissioning equipment at the following substations:

1. Acornhoek Substation 275kV Feeder Bays

- Install new PLC cabinet for the following feeder protection schemes on the allocated space as per approved control room layout
 - Marathon No.1(Feeder 2), Marathon No.2 (Feeder 3),Foskor No.3(Feeder 2)
- Install new NSD570 teleprotection units for the following feeder bays
 - Marathon (Feeder 2) and Marathon No.2 (Feeder 3)
- Install 6 x new LME with new coax cables
- Install new cables as per the approved cable blocks diagrams provided for all the new teleprotection equipment installed
- Install new cables between the AC Board panel, DC board and new teleprotection equipment panels and all interfacing panels as per the approved latest cable block drawing provided
- Decommission, remove the old PLC's and NSD70 teleprotection units once the new equipment has been fully commissioned.

2. Foskor Substation 275kV Feeder Bays

- Install new PLC cabinet for the following feeder protection schemes on the allocated space as per approved control room layout
 - Acornhoek No.3 (Feeder 2), Merensky No.1 (Feeder 3)
- Install new NSD570 teleprotection units for the following feeder bays
 - Merensky No.1 (Feeder 3)
- Install 4 x new LME with new coax cables
- Install new cables as per the approved cable blocks diagrams provided for all the new teleprotection equipment installed

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

- Install new cables between the AC Board panel, DC board panels and new teleprotection equipment panels and all interfacing panels as per the approved latest cable block drawing provided
- Decommission, remove the old PLC's and NSD70 teleprotection units once the new equipment has been fully commissioned.

3. Leseding Substation 400kV Feeder Bays

- Install new PLC cabinet for the following feeder protection schemes on the allocated space as per approved control room layout
 - Witkop No.1(Feeder 1), Merensky No.1 (Feeder 2)
- Install new NSD570 teleprotection units for the following feeder bays
 - Witkop No.1 (Feeder 1) and Merensky No.1(Feeder 2)
- Install 4 x new LME with new coax cables
- Install new cables as per the approved cable blocks diagrams provided for all the new teleprotection equipment installed
- Install new cables between the AC Board panel, DC board and new teleprotection equipment panels and all interfacing panels as per the approved latest cable block drawing provided
- Decommission, remove the old PLC's and Dip5000 teleprotection units once the new equipment has been fully commissioned.

4. Marathon substation 275kV Feeder Bays

- Install new PLC cabinet for the following feeder protection schemes on the allocated space as per approved control room layout
 - Acornhoek No.1 (Feeder 1), and Acornhoek No.2 (Feeder 3)
- Install new NSD570 teleprotection units for the following feeder bays
 - Acornhoek No.1 (Feeder 1) and Acornhoek No.2 (Feeder 3)
- Install 4 x new LME with new coax cables
- Install new cables as per the approved cable blocks diagrams provided for all the new teleprotection equipment installed
- Install new cables between the AC Board panel, DC board and new teleprotection equipment panels and all interfacing panels as per the approved latest cable block drawing provided
- Decommission, remove the old PLC's and NSD70 teleprotection units once the new equipment has been fully commissioned.

5. Merensky Substation

400kV and 275kV Feeder Bays

- Install new PLC cabinet for the following feeder protection schemes on the allocated space as per approved control room layout
 - Senakangwedi No.1 (Feeder 1), Leseding No.1(Feeder 3) and Foskor No.1 (Feeder 2)
- Install new NSD570 teleprotection units for the following feeder bays and
 - Leseding No.2 (Feeder 3) and Foskor No.1 (Feeder 2)
- Install 6 x new LME with new coax cables
- Install new cables as per the approved cable blocks diagrams provided for all the new teleprotection equipment installed

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

- Install new cables between the AC Board panel, DC board and new teleprotection equipment panels and all interfacing panels as per the approved latest cable block drawing provided
- Decommission, remove the old PLC's and NSD70 teleprotection units once the new equipment has been fully commissioned.

6. Pelly Substation

275kV Feeder Bays

- Install new PLC cabinet for the following feeder protection schemes on the allocated space as per approved control room layout
 - Warmbad No.1 (Feeder 4)
- Install 2 x new LME with new coax cables
- Install new NSD570 teleprotection units for the following feeder bay
 - Warmbad No.1 (Feeder 4)
- Install new cables as per the approved cable blocks diagrams provided for all the new teleprotection equipment installed
- Install new cables between the AC Board panel, DC board and new teleprotection equipment panels and all interfacing panels as per the approved latest cable block drawing provided.
- Decommission, remove the old PLC's and NSD70 teleprotection units once the new equipment has been fully commissioned.

7. Senakangwedi Substation

275kV Feeder Bays

- Install new PLC cabinet for the following feeder protection schemes on the allocated space as per approved control room layout
 - Simplon No.1 (Feeder 2) and Merensky No.1(Feeder 1)
- Install 4 x new LME with new coax cables
- Install new cables as per the approved cable blocks diagrams provided for all the new teleprotection equipment installed
- Install new cables between the AC Board panel, DC board and new teleprotection equipment panels and all interfacing panels as per the approved latest cable block drawing provided
- Decommission, remove the old PLC's and NSD70 teleprotection units once the new equipment has been fully commissioned.

8. Spencer Substation

275kV Feeder Bays

- Install new PLC cabinet for the following feeder protection schemes on the allocated space as per approved control room layout
 - Witkop No.1(Feeder 3)
- Install 2 x new LME with new coax cables
- Install new cables as per the approved cable blocks diagrams provided for all the new teleprotection equipment installed
- Install new cables between the AC Board panel, DC board and new teleprotection equipment panels and all interfacing panels as per the approved latest cable block drawing provided
- Decommission, remove the old PLC's teleprotection units once the new equipment has been fully commissioned.

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

9. Simplon Substation

275kV Feeder Bays

- Install new PLC cabinet for the following feeder protection scheme on the allocated space as per approved control room layout
 - Senakangwedi No.1 (Feeder 1)
- Install 2 x new LME with new coax cables
- Install new cables as per the approved cable blocks diagrams provided for all the new teleprotection equipment installed
- Install new cables between the AC Board panel, DC board and new teleprotection equipment panels and all interfacing panels as per the approved latest cable block drawing provided
- Decommission, remove the old PLC's teleprotection units once the new equipment has been fully commissioned.

10. Warmbad Substation

275kV Feeder Bays

- Install new PLC cabinet for the following feeder protection schemes on the allocated space as per approved control room layout
 - Pelly No.2 (Feeder 2), and Witkop No.1 (Feeder 1)
- Install new NSD570 teleprotection units for the following feeder bays
 - Pelly No.1 (Feeder 2) and Witkop No.1 (Feeder 2)Install 2 x LME'S with new coax cables
- Install new cables as per the approved cable blocks diagrams provided for all the new teleprotection equipment installed
- Install new cables between the AC Board panel, DC board and new teleprotection equipment panels and all interfacing panels as per the approved latest cable block drawing provided
- Decommission, remove the old PLC's and NSD70 teleprotection units once the new equipment has been fully commissioned.

11. Witkop Substation

400kV and 275kV Feeder Bays

- Install new PLC cabinet for the following feeder protection schemes on the allocated space as per approved control room layout
- Leseding No.1 (Feeder 2), Spencer No.1 (Feeder 6), and Warmbad No.1(Feeder 2)
- Install new NSD570 teleprotection units for the following feeder bays
 - Leseding No.1 (Feeder 2) and Warmbad No.1 (Feeder 2)
- Install 6 x new LME with new coax cables
- Install new cables as per the approved cable blocks diagrams provided for all the new teleprotection equipment installed
- Install new cables between the AC Board panel, DC board and new teleprotection equipment panels and all interfacing panels as per the approved latest cable block drawing provided
- Decommission, remove the old PLC's and NSD70 teleprotection units once the new equipment has been fully commissioned.

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

2. Drawings

Drawing number	Revision	Title
(0.08/8661)	36	Acornhoek Station Electric Diagram
(0.08/15213)	21	Foskor Station Electric Diagram
(0.08/6245)	16	Marathon Station Electric Diagram
19.18/18675	17	Merensky Station Electric Diagram
(0.08/18949)	7	Leseding Station Electric Diagram
(0- WT-22)	18	Pelly Station Electric Diagram
(0.08/19108)	6	Senakangwedi Station Electric Diagram
(0.-ET-3)	10	Simplon Station Electric Diagram
(0-NT-133)	14	Spencer Station Electric Diagram
(0.18/6407)	43	Warmbad Station Electric Diagram
0.18/6460)	13	Witkop Station Electric Diagram

3. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements		
Environmental requirements		
Site regulations and access control		
<u>Technical specifications:</u>		

4. Constraints on how the Contractor Provides the Works

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

4.1 Meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Site Inaugural	Once before site activities start	Acornhoek SS, Foskor SS, Leseding SS, Merensky SS, Spencer SS, Witkop SS, Warmbad SS, Pelly SS, Simplon SS, Marathon SS, Senakangwedi SS or MS Team	Employer & representatives and Contractor and all relevant stakeholders
Risk register and compensation events	Weekly on Wednesday, when necessary, at either Acornhoek SS, Foskor SS, Leseding SS, Merensky SS, Spencer SS, Witkop SS, Warmbad SS, Pelly SS, Simplon SS, Marathon SS, Senakangwedi SS or MS Team	Acornhoek SS, Foskor SS, Leseding SS, Merensky SS, Spencer SS, Witkop SS, Warmbad SS, Pelly SS, Simplon SS, Marathon SS, Senakangwedi SS or MS Team	Employer, Contractor and all relevant stakeholders
Overall contract progress and feedback	Monthly on Tuesday at either Acornhoek SS, Foskor SS, Leseding SS, Merensky SS, Spencer SS, Witkop SS, Warmbad SS, Pelly SS, Simplon SS, Marathon SS, Senakangwedi SS or MS Team	Acornhoek SS, Foskor SS, Leseding SS, Merensky SS, Spencer SS, Witkop SS, Warmbad SS, Pelly SS, Simplon SS, Marathon SS, Senakangwedi SS or MS Team	<i>Employer, Contractor, Supervisor, and core project team</i>
Adhoc Meetings	As and when required	MS Teams or Sites	<i>Employer, Contractor and all relevant stakeholders</i>

4.2 Use of standard forms

Normal NEC documents and templates to be used.

4.3 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. All relevant banking details should be provided to the Employer.

4.3.1 Local Invoice:

Due to internal Eskom changes the email address for local invoice submission for National Transmission Company of South Africa has changes as per below.

The new email address that should be utilised for:

- ✓ Local Eskom invoices: Invoicesntcsalocal@ntcsa.co.za

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

- ✓ For foreign invoices will continue using: Invoicentcsaforeign@ntcsa.co.za
- ✓ Vendor Management/Registration related queries: ntcsavendormdm@ntcsa.co.za
- ✓ Procurement related queries: procurementqueries@ntcsa.co.za

Your company can request a park invoice report from the Finance Shared Services (FSS) contact centre which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.

The invoice should have the following details:

Addressed to:

- ✓ National Transmission Company South Africa SOC Ltd
- ✓ Registration Number: 2021/539129/30
- ✓ Vat Number: 4710303126
- ✓ Department: TPD Profit Centre:
- ✓ Registered Office Address: Megawatt Park, 2 Maxwell Drive, Sunninghill, Gauteng, 2157
- ✓ Postal Address: PO Box 1091, Johannesburg, Gauteng, 2000
- ✓ Tax Reference Number: 9121737259

Bank Account Details:

Standard Bank
 Bank Account Number: 022972560
 Branch: Woodmead – 001255
 Swift: SBZA ZA JJ
 Or
 First National Bank
 Bank Account Number: 62926410086
 Branch: RMB Corporate Banking
 Johannesburg
 Swift: FIRNZAJJ

Other information to be reflected on the invoice:

- ✓ Name of the Project Manager/ Employer's Representative/Contracts Manager
- ✓ Contract Number
- ✓ Purchase Order Number
- ✓ The consultant/Contractor/ Service Provider's VAT Registration Number
- ✓ Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT
- ✓ Name and address of the Contractor and the Service Manager
- ✓ Contractor's VAT registration number
- ✓ The Employer's VAT registration number
- ✓ Description of service provided for each item invoiced based on the Price List
- ✓ Name and address of the Contractor and the Service Manager,
- ✓ The contract number and title,
- ✓ Electronic invoices must be sent in PDF format only.

Each PDF file should contain one invoice; or one debit note; or one credit note only as NTCSA SAP system does not support more than one PDF being linked into workflow at a time. Your E-mail may not contain more than one PDF file.

4.3.2 Foreign Invoices

For Foreign invoices, suppliers will still be required to physically deliver hard copies of original documents by making arrangement for delivery by contacting Esther Bogopa (Financial Clerk Consolidation Team) +27 11 516 7024, Andisiwe Sikwebu (Financial Clerk Consolidation Team) +27 11 800 3838, or Shumani Mamphodo (Manager Consolidation Team) +27 11 800 2007. The South African Reserve Bank

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

requirements are that the manual invoices should be submitted. Once the original invoices have been hand delivered, you can also send the invoice copy to Invoicesntcsaforeign@ntcsa.co.za

The foreign invoice shall be submitted together with the relevant shipping documents, and the Supplier shall ensure that the commercial invoice has not been previously used and that funds remain available. The shipping documentation is as follows:

- ✓ Tax invoice
- ✓ Commercial invoice
- ✓ SARS Release notification
- ✓ SAD 500
- ✓ Custom worksheet
- ✓ Bill of lading.

If the supplier does not furnish the supporting documents, the payment cannot be made, and the supplier will charge the cost of moving the Forward Exchange Cover (FEC) that Eskom has incurred in managing the risk of currency movement.

4.3.3 Tax Requirement

In the case of a local invoice, a PDF file generated directly from a system shall be deemed an original document and is acceptable (including documents saved from Excel to PDF, Word to PDF, etc.).

In the case of a foreign invoice, only the hard-printed version shall be regarded as the original invoice.

Accordingly, the payment terms commence upon receipt of the hard print of the original invoice (and not an e-mailed copy) by the Transmission Power Delivery Projects Consolidation Team.

The following wording needs to appear on the invoice: "Your invoice is encrypted in order to comply with SARS requirements that invoices, and statements sent electronically are tamperproof.

- ✓ 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 e-mail to the end user to do the goods receipt. This is also tracked by Eskom through the park invoice report.
- ✓ Your company can request a park invoice report from the Transmission Power Delivery Projects Finance Team which can then be followed up and corrected. You are welcome to forward the details of invoices corrected to the FSS contact centre.

No communication regarding payment should be sent by the Contractor / Supplier directly to Accounts Payable.

4.3.4 Payment

To facilitate payment for work executed, the Contractor shall submit the following:

- ✓ A formatted summary of work completed, aligned with the line items in the Bill of Quantities, shall be prepared and submitted. The claim schedule must be signed by both the Contractor's Site Representative and the Employer's Site Representative as verification of progress.
- ✓ Proof of warranty, test certificates, and signed ITP will be submitted as supporting evidence to demonstrate completion.
- ✓ The claim schedule must be submitted to the Project Manager, on the 18th day of each month.
- ✓ The signed project monthly report
- ✓ The Updated Work Program / Schedule.

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

The Project Manager will determine the value of the work done in accordance with Core Clause 5 and Z Clauses.

4.4 Records of Defined Cost

As a control measure, it is required for the Contractor to maintain record keeping of all defined cost items for the purpose of compensation event management. A schedule of these cost components may not be listed in the contract and should be provided when required. In an event of labour costs, the Contractor is required to provide pay slips of the employees used. The labour mark-up indicated in this contract will be added to these actual costs to form the final value of the compensation event.

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

The Contractor shall under no circumstances refuse additional work based on costs as defined above. Copies of all Compensation Events and supporting documentation (for labour, plant, machinery, materials, delivery notes, invoices, and payment confirmations) shall be kept and provided to Eskom NTCSA when required.

4.5 Supplier Development Localisation and Industrial

Section 1: Objective Criteria (martin)

The inclusion of objective criteria in an enquiry is not mandatory but a condition for contract award, and if included, this must align with the requirements of the PPPFA [clause 2(1)(f)] and be clearly stated in the enquiry together with the consequence of such objective criteria (i.e., if the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award).

NB: The following documents are required to claim preference points,

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC affidavit

Section 2: Other SDL&I Objectives in line with RDP Goals

4.5.1 Designated Sectors

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

	YES	NO
a) Is this Commodity or part of it a Designated Sector?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Please indicate below Designated Components

Commodity	Description	Local Content Threshold

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

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

4.5.2 CIDB Skills Development

Continuation of Mandatory Requirements		
a) Is there CIDB compulsory training? If yes, what is the% of the Construction Skills Development Goal % (CSDG)	YES	NO
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	0.00	

CiDB Level: 4EP/EB Mandatory Requirement

4.5.2.1 Skills Development targets.

Criteria	Eskom Target	Tenderer Commitment
Trainee Supervisor	1	
Cable Jointer	2	
Crimpers	2	

4.5.3 Mandatory Subcontracting as condition of award

Continuation of Mandatory Requirements		
a) Is subcontracting applicable?	YES	NO
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4.5.3.1 Subcontracting (Objective Criteria)

Not Applicable

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

- Not applicable

Section 1. SDL&I Penalty and Performance Security

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

As security for the fulfilment of all SDL&I obligations, Eskom will apply a penalty of 2.5% of every invoice amount (excluding VAT) for failure to submit SDL&I performance reports every quarter: or failure to meet the SDL&I obligations in a contract.

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

Section 2. Reporting and Monitoring

- The suppliers shall on a monthly/quarterly basis submit a report to Eskom in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- Eskom shall review the SDL&I reports submitted by the suppliers within 60 (sixty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.
- Upon notification by Eskom that the suppliers have not met their SDL&I obligations, the suppliers shall be required to implement corrective measures to meet those SDL&I obligations before the commencement of the following report, failing which Retention clauses shall be invoked.
- Every contract shall be accompanied by the SDL&I Implementation Schedule which must be completed by the suppliers and returned to SDL&I representative for acceptance 28 days after contract award.

Section 3. General Information on Validity of Sworn Affidavits

The following must be considered when it comes to validity of Affidavits;

Tenderers submitting B-BBEE Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity:

- Name/s of deponent as they appear in the identity document and the identity number.
- Designation of the deponent as the **director, owner** or **member** must be indicated in order to know that person is duly authorised to depose of an affidavit. **(Mark the applicable option).**
- Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
- Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected. **(No blank spaces to be left).**
- Indicate total revenue for the year under review and whether it is based on **audited financial statements** or **management account**. **(Mark the applicable option).**
- Financial year end as per the **enterprise’s registration documents**, which was used to determine the total revenue. **(Financial year end to be stipulated by day/month/year).**
- B-BBEE Status level. An enterprise can only have one status level. **(Tick applicable level)**
- Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.
- Date deponent signed and date of Commissioner of Oath must be the same. **(The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp)**
- Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.

Section 4. Market Research

<u>Current Suppliers Providing the Services</u> Eskom Vendor Database	Potential Supplier
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Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

4.6 Facilities to be provided by the Contractor

There are Toilets facilities available on site but is not enough to accommodate the contractor employees. The Contractor is to provide own toilet and dining facilities in accordance with the Health and Safety Specification Clause 24- Contractor's site facilities.

4.7 Title to material from excavation and demolition

The Contractor must discard every rubble created/found after excavation, but any object of value discovered belongs to the Engineer and it must be handed over to the Project Manager or Site Supervisor

4.8 Design by the Contractor

Not applicable.

4.9 Cataloguing requirements by the Contractor

Not applicable.

5. Requirements for the programme

A comprehensive and fully detailed programme is to be submitted within the time frames stated in the "Data by Employer" section and should be in MS Project format, indicating all milestones and critical dates. This programme must first be approved by the Project Manager and must be updated monthly or as requested by the Project Manager. Only MS Projects format will be allowed.

The following dates shall be clearly reflected on the programme:

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

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

The Contractor shall include all stages including deliverables per stage in the programme. The programme shall be submitted to the Employer for acceptance in MS Projects format.

Outage Related Work

The Contractor must notify the Employer at least 45 days in advance of any required special outage. Failure to provide timely notice will not be considered a compensation event if the outage is not granted.

Rain effects on the schedule

The Contractor must allow for 15 days of rain above the trigger of 15mm (and the effects of rain) on the critical path activities.

The Contractor shall obtain weather data from the South African Weather Service for the location closest to the Site Camp. The Contractor shall familiarise himself/herself with the minimum and maximum temperatures, monthly average rainfall, wind, fog, and snowfall for the area, based on at least ten (10) years of historical data, and shall make do allowance for these conditions in the tender quotation.

No claims shall be considered for costs, delays, or disruptions arising from weather conditions that could reasonably have been foreseen based on the historical data obtained. The Contractor remains solely responsible for managing and mitigating such risks in the planning and execution of the Works. High temperatures and rainy season are experienced between November and March. The Contractor shall

Installation and commissioning of the following equipment at 8 substations in Limpopo, 2 substations in Mpumalanga, 1 station in Gauteng: NSD 570, 50W PLC, LMEs, 75-ohm coax cables, 10 pair and 18Z cables.

C4: Site Information

C4.1: Information about the *site* at time of tender which may affect the work in this contract

1. Access limitations

Work to be done on existing Eskom sites, normal Eskom working hours will apply.

2. Ground conditions in areas affected by work in this contract

Work will be done at existing Eskom substations in the Limpopo, Mpumalanga and Gauteng area. Cables will be pulled in the existing trenches.

3. Hidden and other services within the *site*

Work to be done on existing Eskom sites normal Eskom working hours will apply.

Work will be done on the existing substations trenches which has live electrical cables, extra precaution to be exercised when working on trenches.

4. Details of existing buildings / facilities which *Contractor* is required to work on

Work will be done on the existing carrier rooms (panel position/s will be indicated on site).