

NEC3 Engineering & Construction Contract

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

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

for **Supply, Delivery and Installation of Water Tanks,
Water Filters & Water Pumps at Various Substations
in Central Grid for a Period of Three (3) Years**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]
Part C4 Site Information	[•]

CONTRACT No. [Insert at award stage]

Part C1: Agreements & Contract Data

Contents:	No of pages
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:

Supply, Delivery and Installation of Water Tanks, Water Filters & Water Pumps at Various Substations in Central Grid for a Period of Three (3) Years

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

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

Options B	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 (if applicable)

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s) _____ Dum 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

Capacity

On behalf
of

(Insert name and address of organisation)

Name &
signature
of witness

Date

Dumi Nthongoa

Senior Manager Central Grid

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

C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X7: Delay damages
		X13: Performance bond
		X16: Retention
		X17: Low performance damages
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	NTCSA SOC Ltd (reg no: 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	The <i>Project Manager</i> is: (Name)	TBC
	Address	TBC
	Tel	TBC
	Fax	TBC
	e-mail	TBC
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	TBC
	Tel No.	TBC

	Fax No.	TBC
	e-mail	TBC
11.2(13)	The <i>works</i> are	Supply, Delivery and Installation of Water Tanks, Water Filters & Water Pumps at Various Substations in Central Grid for a Period of Three (3) Years
11.2(14)	The following matters will be included in the Risk Register	To be included in Annexure A
11.2(15)	The <i>boundaries of the site</i> are	Various substations in the Central Grid
11.2(16)	The Site Information is in	Part 4: Site Information
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days except for health and safety matters which require immediate intervention
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	36 months from the Contract Date
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	To be arranged with the <i>Project Manager</i>
30.1	The <i>access dates</i> are:	To be arranged with the <i>Project Manager</i>
31.1	The Contractor is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	The date of the last signature of the document
32.2	The Contractor submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	Unless by prior agreement by <i>Employer</i> and <i>Contractor</i>
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks is the response time within which the Contractor will assess the defect and submit a defect correction plan inclusive of schedule for access purpose
	except that the <i>defect correction period</i> for	• Emergency occupations/permit to work for

	and the <i>defect correction period</i> for	<p>critical defects impacting operations</p> <ul style="list-style-type: none"> • All defects that may require <i>Employer's</i> planned and forced outages <p>Defects shall be remedied within 1 week, unless evidence can be provided by the Contractor substantiating why a particular defect cannot be remedied within a week, upon which the parties will endeavour to agree an alternative defects period for such defects.</p>
5	Payment	
50.1	The <i>assessment interval</i> is	between the 25 th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	4 weeks.
51.4	The <i>interest rate</i> is	the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the Standard Bank of South Africa Limited (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands and
6	Compensation events	
60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	Contained in Annexure A in this contract.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<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	

B	Priced contract with bill of quantities				
60.6	The <i>method of measurement</i> is		[•] published by [•] and amended as stated in Part C2.1, Pricing Assumptions.		
11	Data for Option W1				
W1.1	The <i>Adjudicator</i> is		the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).		
	Address		TBC		
	Tel No.		TBC		
	Fax No.		TBC		
	e-mail		TBC		
W1.2(3)	The <i>Adjudicator nominating body</i> is:		the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.		
W1.4(2)	The <i>tribunal</i> is:		arbitration.		
W1.4(5)	The <i>arbitration procedure</i> is		the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.		
	The place where arbitration is to be held is		South Africa		
	The person or organisation who will choose an arbitrator		the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
	<ul style="list-style-type: none">- if the Parties cannot agree a choice or- if the arbitration procedure does not state who selects an arbitrator, is				
12	Data for secondary Option clauses				
X1	Price adjustment for inflation		CPA will be applicable within a period of sixteen (16) months from the base date. Provided the Contractor/Supplier has proposed or agree to NTCSA proposal.		
X1.1(a)	The <i>base date</i> for indices is		One (1) month prior to 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. [85]	[CPI-Table D4]	[SEIFSA]
			0. [•]	[•]	[•]

		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		0.15	non-adjustable	
	Total	1.00		
	NB: Contractor/Supplier to proposed CPA or Agree with the above , if the Contractor /Supplier fail to propose or agree will result in price being deemed fixed for the duration of the Contracts.			
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.		
X7	Delay damages (but not if Option X5 is also used)			
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	0.25% per day for works not executed with specified time and/or start time up to 15% of the delayed works, where after the <i>Employer</i> may terminate the contract.		
X13	Performance bond			
X13.1	The amount of the performance bond is	10% of the total of the prices at the Contract Date		
X16	Retention (not used with Option F)			
X16.1	The <i>retention free amount</i> is	R0.00		
	The <i>retention percentage</i> is	10% of the total of the prices at the Contract Date		
X17	Low performance damages			
X17.1	The amounts for low performance damages are:	Amount	Performance level	
		R700	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 which are not listed on the Defects Certificate is limited to	The greater of <ul style="list-style-type: none">the total of the Prices at the Contract Date andthe amounts excluded and unrecoverable from the <i>Employer's</i> assets policy for		

		correcting the Defect (other than the resulting physical damage which is not excluded) plus the applicable deductible as at contract date.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<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 which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	<p>(i) Two (2) years after the <i>defects date</i> for latent Defects and</p> <p>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</p> <p>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period. If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
Z	The <i>Additional conditions of contract</i> are	Z1 to Z15 always apply.
Z1	Cession delegation and assignment	
Z1.1	The <i>Contractor</i> does not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> .	
Z1.2	Notwithstanding the above, the <i>Employer</i> may on written notice to the <i>Contractor</i> cede and delegate its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the Electricity Supply Industry.	

Z2 Joint ventures

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

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

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

Z4 Confidentiality

- Z4.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to Others. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to Others in terms of clause 25.1, the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z4.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Project Manager*.
- Z4.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z4.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z4.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

Z5 Waiver and estoppel: Add to core clause 12.3:

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

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

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

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

- Z7.1 Within one week of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the amount due for payment equal to that stated in the payment certificate.
- Z7.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of core clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z7.3 The *Contractor* (if registered in South Africa in terms of the companies Act) is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4710303126 on each invoice he submits for payment.

Z8 Notifying compensation events

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

Z9 Employer's limitation of liability

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00 (zero Rand)

Z9.2 The *Contractor's* entitlement under the indemnity in 83.1 is provided for in 60.1(14) and the *Employer's* liability under the indemnity is limited.

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

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

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

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

Z12 Ethics

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

Affected Party means, as the context requires, any party, irrespective of whether it is the *Contractor* or a third party, such party's employees, agents, or Subcontractors or Subcontractor's employees, or any one or more of all of these parties' relatives or friends,

Coercive Action means to harm or threaten to harm, directly or indirectly, an Affected Party or the property of an Affected Party, or to otherwise influence or attempt to influence an Affected Party to act unlawfully or illegally,

Collusive Action means where two or more parties co-operate to achieve an unlawful or illegal purpose, including to influence an Affected Party to act unlawfully or illegally,

Committing Party means, as the context requires, the *Contractor*, or any member thereof in the case of a joint venture, or its employees, agents, or Subcontractor or the Subcontractor's employees,

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

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

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

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

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

Z12.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the

Employer has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

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

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

Z13 Insurance

Z 13.1 Replace core clause 84 with the following:

Insurance cover 84

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

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

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

INSURANCE TABLE A

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

employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	law
--	-----

Z 13.2**Replace core clause 87 with the following:**

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

INSURANCE TABLE B

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

Z14 Nuclear Liability

- Z14.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z14.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z14.3 Subject to clause Z14.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z14.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z14.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

Z15 Asbestos

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

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

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

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

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

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

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

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

HEIDELBERG AWS						
Months Year 2024	Average of TEMPERATURE	Average of RAINFALL	Average of RELATIVE HUMIDITY	Average of WIND SPEED	Average of WIND DIRECTION	Average of PRESSURE
Jan	22.04178082	0	69.21917808	1.611267606	116.1971831	849.9424658
Feb	21.53304221	0.061046512	69.01746725	1.957122093	113.9636628	849.4569141
Mar	22.84676471	0.005882353	60.39705882	2.081176471	111.0911765	850.0576471
Apr	20.02307692	0	35.15384615	2.5	138.5833333	849.4692308
May	14.13751987	0.001472754	52.55961844	0.78976	71.4288	853.5350133
Jun	9.246314103	0	59.60897436	1.469291339	77.13858268	853.9776386
Jul	10.7780198	0	32.74653465	1.995571956	147.1863469	850.66875
Aug	17.83002833	0	28.66288952	2.28005618	153.4522472	814.195
Sept	16.4225	0.003937008	43.42083333	3.207659574	158.9170213	848.0529412
Oct	17.62483131	0.033602151	46.69635628	2.321727395	108.9041835	849.8285326
Nov	20.33777778	0.095833333	57.89027778	2.3175	134.4208333	848.8426389
Dec	21.88481183	0.096774194	63.62231183	2.275268817	125.6169355	848.1329301
Grand Total	17.43679371	0.034293995	53.47442327	2.03195345	117.7060682	849.9896648

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract

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

Option X13: Performance Bond

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

Option X16: Retention (not used with Option F)

The *Contractor* shall guarantee his Supplier Development Localisation and Industrialisation (SDL&I) Obligations by providing the *Employer* with an SDL&I Guarantee.

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

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)*(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)*

NTCSA SOC Ltd
Megawatt Park
Maxwell Drive
Sandton
Johannesburg

Date:

Dear Sirs

Reference No. [●] *[Drafting Note: Bank reference number to be inserted]***Performance Bond – Demand Guarantee:** *[Drafting Note: Name of Contractor to be inserted]*Project [] Contract Reference: *[Drafting Note: Contractor contract reference number to be inserted]*

1. In this Guarantee the following words and expressions shall have the following meanings:-

- 1.1 “Bank” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Bank to be inserted]*
- 1.2 “Bank's Address” - means [●]; *[Drafting Note: Bank's physical address to be inserted]*
- 1.3 “Contract” – means the written agreement relating to the Project, entered into between NTCSA and the Contractor, on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: Signature Date and Contract reference number to be inserted]*
- 1.4 “Contractor” – means [●] a company registered in accordance with the laws of [●] under Registration Number [●]. *[Drafting Note: Name and details of Contractor to be inserted]*
- 1.5 “NTCSA” - means National Transmission Company South Africa SOC Ltd, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 2021/539129/30].
- 1.6 “Expiry Date” - means the date on which the Defects Certificate is issued in terms of the Contract.
- 1.7 “Guaranteed Sum” - means the sum of R [●] ([●] Rand);
- 1.8 “Project” - means [insert if applicable.].

2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of NTCSA, as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to NTCSA, on written demand from NTCSA received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- 3.1 be signed on behalf of NTCSA by a Group Executive, Divisional Executive, Senior General Manager, General Manager or its delegate;
- 3.2 state the amount claimed (“the Demand Amount”);
- 3.3 state that the Demand Amount is payable to NTCSA in the circumstances contemplated in

the Contract.

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

Signed at _____

Date _____

For and behalf of the Bank

Bank Signatory: _____

Bank Signatory: _____

Witness: _____

Witness: _____

Bank's seal or stamp

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(3)	The <i>completion date</i> for the whole of the works is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	
31.1	The programme identified in the Contract Data is	

B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in	(in figures) (in words), excluding VAT		
11.2(31)	The tendered total of the Prices is			
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is	Minus %		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates. Please insert another schedule if foreign resources may also be used	Category of employee	Hourly rate	
62 in SSCC	The percentage for design overheads is	%		
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

PART 2: PRICING DATA

ECC3 Option B

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option B	
C2.2	The <i>bill of quantities</i>	

C2.1 Pricing assumptions: Option B

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
		(28) The Price for Work Done to Date is the total of the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. Completed work is work without Defects which would either delay or be covered by immediately following work.
		(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

There is no general provision in Option B for payment for materials on Site before incorporation into the *works*. If secondary Option X14 Advanced payment has not been used then the tendering contractor may obtain the same effect by inserting appropriate items in the method related charges where the *method of measurement* allows, or alternatively making allowance in the rates of the *bill of quantities* for the financing of Plant and Materials until they are incorporated in the *works*.

When compensation events arise, the default position is that the Bill of Quantities is not used to calculate the cost effect of the event. Defined Cost and the resulting Fee is used and Defined Cost includes all components of cost which the *Contractor* is likely to incur, including so called P & G items. Rates and lump sums from the Bill of Quantities, or from any other source, may be used instead of Defined Cost and the Fee only if the *Contractor* and *Project Manager* agree. If they are unable to agree, then Defined Cost

plus Fee is used.

Measurement and payment

Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
sum	Lump sum
t	tonne (1000kg)

General assumptions

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.

The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

Departures from the *method of measurement***Amplification of or assumptions about measurement items**

The following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

C2.2 the *bill of quantities*

Use this page as a summary page or as a cover page to the *bill of quantities*.

Item no.	Description	Unit	Quantity	Rate	Amount
	Supply ,delivery and installation of water tanks, water filters & water pumps at various substations in Central grid				
	Section No 1. Preliminaries and Generals				
	Bill no 1. Fixed Preliminaries and Generals	Sum	1		
	Bill no 2. Time related Preliminaries and Generals	Sum	1		
	Section No 2. Measured work				
	Bill no 1. Inspections of existing borehole infrastructure	Sum	1		
	Bill no 2. Drilling of new boreholes and associted work	Sum	1		
	Bill no 3. Water Reticulation system	Sum	1		
Total Amount					

NTCSA SOC Ltd CONTRACT NUMBER _____
SUPPLY, DELIVERY AND INSTALLATION OF WATER TANKS, WATER FILTERS & WATER PUMPS AT VARIOUS
SUBSTATIONS IN CENTRAL GRID FOR A PERIOD OF THREE (3) YEARS

Document reference	Title	No of pages
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C3.2	<i>Contractor's Works Information</i>	
	Total number of pages	

C3.1: EMPLOYER'S WORKS INFORMATION

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SUPPLY, DELIVERY AND INSTALLATION OF WATER TANKS, WATER FILTERS & WATER PUMPS AT VARIOUS SUBSTATIONS IN CENTRAL GRID FOR A PERIOD OF THREE (3) YEARS

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Description of the works

Executive overview

Eskom NTCSA has an obligation to provide a clean water and sanitation to all its employees, as part of the OHS Act. This obligation applies in office spaces and substation environment according to national building regulations.

In recent times Central grid substations have been having limited to no water access and as such, the grid is not able to supply clean water and sanitation. This problem was a result of municipalities no longer supplying water in some areas and some are due to poor maintenance of the existing water supply facilities (i.e., boreholes and plumbing).

To solve this water shortage issue, the refurbishment of water supply systems in certain areas and installation of new plumbing system is required. This will require the drilling of new boreholes, the installation of pumps and water tanks in the substations. The scope of work will be achieved through the appointment of a contractor since the skills and equipment required to execute this work is not available within the Grid nor in NTCSA.

Employer's objectives and purpose of the works

Plumbing for drinking water as required by the employer in the premises of the NTCSA

Central Grid Substations:

- Drilling of a borehole, installation of borehole equipment, and installation of borehole casings.
- The demolition and re-instatement of the concrete driveway.
- Connect the water supply from the water tank to the security building and the offices.
- Connect the water supply to all toilets and bathrooms in the station.
- Install water filters in the kitchens at offices and security for safe drinking water supply.
- Repair all leaking pipes on main lines as well as in the buildings.
- Inspect the condition of infrastructure of the existing boreholes, wall stability, determine depth, borehole yield test and water quality to be in line with SANS 241 standards and Employer to accept.
- Install the pump as per the site requirement with the suitable flowrate fitting to the existing borehole rate.
- Install a booster pump where necessary to provide sufficient pressure to the buildings.
- Connect the water pump to power supply and do the final tests and issue the COC.
- Install the 2.5kℓ water tanks.
- Install a water tank stand that will support the 2.5kℓ water tanks.
- Installation pipes and plumbing fixtures.
- Visual inspection of equipment and operate test equipment.

Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AFC	Approved for construction
OBL	Outside battery limits
COC	Certificate of Compliance
EA	Engineering Assistant
ISO	International Organization for Standardization
ITP	Inspection and Test Plan
MIE	Master Installation Electrical
OHS	Occupational Health and Safety
QCP	Quality Control Plan
SANS	South African National Standards
SS	Site Supervisor
PM	Project Manager

Management and start up.

Management meetings

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

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

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings shall be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

Documentation control

The use of standard ECC 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.

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 *Project 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 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 ESKOM) 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:

- o The *Contractor* complies with the SHE Specification for NTCSA Central Grid.
- o In case of uncertainty or discrepancies between various standards and specifications, the *Contractor* shall consult with the *Project 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 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 Project 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 *Project Manager* for acceptance as part of the programme to include details of the:
 - o Quality Plan for the Works;
 - o Quality policy;
 - o Index of procedures to be used;
 - o Document register; and,
 - o 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 *Project 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 *Project 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

Refer to Annexure B

Programming constraints

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 to monitor the progress on site. The programme shall also reflect a 2 weeks 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.

CIDB Requirements

The Contractor will be required to be registered with the Construction Industry Development Board (CIDB) and have a grading of 3SO or Higher. This will also be included as a mandatory requirement in the Technical Evaluation Criteria.

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.

Invoicing and payment

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

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

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

Procedure for invoice payment:

Work done is assessed by the *Contractor* and *Employer* Quantity Surveyor (QS), after which the *Employer's* QS and the *Contractor*, agree on the assessment and the amount to be invoiced. The *Employer* QS will then generate a payment certificate signed by both the *Employer's* QS and *Employer's* PM. The *Contractor* submits an invoice to the PM. A service entry/GR would be then generated for the jointly signed payment certificate by the *Employer* on SAP system. There is no need for the *Contractor* to append a GR on their invoice like in the past, the *Contractor* is only required to submit a correct soft copy of their invoice to invoicesntcsalocal@ntcsa.co.za and it will be processed and paid.

Insurance provided by the *Employer*

As stipulated in the Contract Data.

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

Provision of bonds and guarantees

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

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

Records of Defined Cost, payments assessments of compensation events 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 *Project Manager* if requested.

Training workshops and technology transfer (SDL&I)

As per SDL&I requirements. And the *Contractor* determines and provides for any training in terms of the Works. The *Contractor* is required to submit a SDL&I performance report to the *Project Manager* on quarterly basis.

Engineering and the *Contractor's* design***Employer's* design**

Contractor to use *Employers* designs.

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

Not Applicable

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

Not Applicable

Other requirements of the *Contractor's* design

Not Applicable

Use of *Contractor's* design

Not Applicable

Design of Equipment

Not applicable

Equipment required to be included in the *works*

As per Works Information.

As-built drawings, operating manuals and maintenance schedules

The *Project Manager* will inform the *Contractor* should the need arise in requiring to obtaining as-built drawings, operating manuals and maintenance schedules before Completion of the whole of the *works*

Procurement**People****Minimum requirements of people employed on the Site**

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 be subject to Ad Hoc breathalyser tests at all times when on duty

All workers must wear seat belts at all times 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

Supplier Development Localisation and Industrialisation (SDL&I)

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").

Section 1: Specific Goals

A maximum of 10/20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act, the contract must be awarded to the tenderer scoring the highest points.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

- Valid B-BBEE certificate issued by a SANAS accredited verification agency / sworn affidavit / CIPC certificate.
- Proof of ownership / shareholding (preferably CIPC documentation) inclusive of shareholding breakdown
- Certified ID copies of shareholder(s)
- Proof of Disability (where applicable)

Tenderer failing to provide documentation for the allocation of preference points will not be disqualified, but'

- May only score point out of 90/80 for price
- Scores 0 points out of 10/20 for specific goals

Section 2: Objective criteria

The inclusion of objective criteria is not mandatory but a condition for contract award. If the tenderer does not meet objective criteria; it may lead to the second-ranked tenderer being recommended for award.

2.1 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
Steel	Steel Casing and steel poles	100%
Cement	Concrete	100%
Pipes	PVC Pipes	100%
Valves	Valves	70%

NOTE: SBD 6.2 Declaration Form and Annex C (Local Content Declaration-Summary Schedule) are therefore **mandatory** and must be tender returnable if applicable.

2.2 CIDB Skills Development

N/A

2.3 National Industrial Participation Programme

N/A

2.4 Mandatory Subcontracting as condition of award

N/A

Section 3: 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 – BBEE 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.

1. 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%	

2. **Procurement spend on entities with a minimum 51% black ownership EME/QSE**

The winning tenderer is encouraged to procure/spend on designated groups on the following paid invoices for both:

- the indirect expenses (e.g. overheads) on goods and services supplied to the contractor/supplier by designated groups; and
- direct spend on goods and services supplied by the subcontractors for the execution of the

scope of work.

Activities, as a proportion of the local procurement content, which may be subcontracted to designated black owned enterprises must be submitted in a table below.

Procurement from Designated Group	NTCSA Target	Tenderer Proposal
Black Owned	10%	

- 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

Skills development

Criteria	Eskom Target	Tenderer Commitment
Artisan	1	

Section 3: 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.

Section 4: Reporting and Monitoring

- The suppliers shall on a quarterly basis submit a report to NTCSA in accordance with Data Collection Template on their compliance with the SDL&I obligations described above.
- NTCSA shall review the SDL&I reports submitted by the suppliers within 30 (thirty) days of receipt of the reports and notify the suppliers in writing if their SDL&I obligations have not been met.

- Upon notification by NTCSA 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. This will be used as a reference document for monitoring, measuring and reporting on the supplier's progress in delivering on their stated SDL&I commitments

Section 6: 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.

Subcontracting

Preferred subcontractors

Not applicable

Subcontract documentation, and assessment of subcontract tenders

Not applicable

Limitations on subcontracting

Not applicable

Attendance on subcontractors

Not applicable

Plant and Materials

Quality

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 South Africa requirements. Any non-conformance must be rectified

Plant & Materials provided “free issue” by the Employer

Not applicable

Contractor's procurement of Plant and Materials

Materials must be ordered in time. Schedules must be updated and forwarded to the *Project Manager* as per agreement

Spares and consumables

Upon request by the *Project Manager*, the *Contractor* supplies a list of minimum recommended spares holding for the system he installs and indicate the life expectancy of each item, guarantees and warranties provided by them on the installed equipment and system

Tests and inspections before delivery

All the testing required by National Transmission Company South Africa will be as per specifications indicated in this document shall be done by the *Contractor*.

The *Contractor* submits test certificates to the *Supervisor* for the following Plant and Materials before delivery to Site and the *Supervisor* inspects each batch of Plant and Materials before delivery to the Working Areas.

Marking Plant and Materials outside the Working Areas

Clause 71.1 Marking Equipment, Plant and Materials outside the Working Areas of the conditions of contract refers

For payment purposes, the *Contractor* marks each affected item of Plant and Materials outside the Working Areas with at least a unique serial number, the date, the contract number and identifying the *Employer* as the title holder. All items are marked permanently, and the method of marking conforms to the specifications.

The *Contractor* securely stores marked Plant and Materials in areas sealed off from the rest of their production run, e.g. using locked cages with controlled access. The *Contractor* maintains an auditable record of the whereabouts of marked Plant and Materials.

The *Contractor* provides accurate delivery notes showing serial numbers and other details and confirming the *Employer* as the title holder. The *Supervisor* signs those delivery notes to confirm acceptance of the affected Plant and Materials and the *Contractor* then submits the delivery notes to the *Project Manager*.

Contractor's Equipment (including temporary works).

The *Contractor* to mark all their equipment and provide a detailed list of items brought on site.

Cataloguing requirements by the Contractor

N/A

Construction**Temporary works, Site services & construction constraints****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.

Restrictions to access on Site, roads, walkways and barricades

SUPPLY, DELIVERY AND INSTALLATION OF WATER TANKS, WATER FILTERS & WATER PUMPS AT VARIOUS SUBSTATIONS IN CENTRAL GRID FOR A PERIOD OF THREE (3) YEARS

Although not anticipated, where the restrictions might be applicable the *Contractor* will be required to comply with these restrictions.

There will strictly be NO movement outside the barricaded area unless escorted by authorized HV Plant personnel.

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

The normal working hours shall be weekdays from 07:30 am to 04:00 pm.

The *Contractor* should keep records of his people on site including those of his sub-contractors which the *Project Manager* or *Supervisor* have access to at any time. These records may be needed when assessing compensation events. Basic conditions of employment will be adhered to.

Health and safety facilities on Site

There are no Ablution facilities available on site. 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 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, dealing with objects of historical interest

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 kills 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 *Project Manager* when such an object is found, and the *Project Manager* instructs the *Contractor* how to deal with it. The *Contractor* does not move the object without instructions.

Title to materials from demolition and excavation

SUPPLY, DELIVERY AND INSTALLATION OF WATER TANKS, WATER FILTERS & WATER PUMPS AT VARIOUS SUBSTATIONS IN CENTRAL GRID FOR A PERIOD OF THREE (3) YEARS

The *Contractor* shall make his own arrangements, to the approval of the *Supervisor* and the Local Authorities, for the disposal of all surplus material and construction waste resulting from the works. Disposal of all waste (Building, Hazardous and Domestic) must be in accordance with the Environmental Management Plan (EMP).

All the materials from excavation and demolition must be disposed of by the *Contractor* except it's expressly stated by the *Project Manager* or the relevant staff from Grid at the beginning of the contract.

Therefore, all copper and steel will be stored at a designated area by the EA. And all rubble and other materials must be classified, weighed and transported to the dumping site

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.

Publicity and progress photographs

This is not allowed except with prior arrangement with the *Employer's Project Manager* and media department.

Cameras are completely prohibited from use at the Substations or any other Central Grid site. Where there is need to take work progress photographs it will be the responsibility of the *Contractor* to seek the permission to use a camera on site.

Contractor's Equipment

The *Contractor* shall provide the right equipment for the *works*.

Equipment provided by the Employer

Not applicable, unless otherwise agreed with the *Project Manager*.

Site services and facilities

The *Contractor* must make their own provision for any water (drinking and construction) requirements on site. A site for the *Contractor's* yard will be provided adjacent to the site of the works where possible. The *Contractor* shall not occupy any area on site other than what's allocated to him.

The *Contractor* shall supply all plant and materials to complete the works.

Water and electricity is normally available on site. The *Contractor* shall provide all connections, extensions and additional supply points necessary for the works. Adequate and/or continuous supply is not guaranteed and no claims for delay or standing time as a result of insufficiencies or failures will be considered. Any

SUPPLY, DELIVERY AND INSTALLATION OF WATER TANKS, WATER FILTERS & WATER PUMPS AT VARIOUS SUBSTATIONS IN CENTRAL GRID FOR A PERIOD OF THREE (3) YEARS

measures which the *Contractor* may require to maintain continuity and quality of supply shall be arranged by him at his own expense.

The *Contractor* will supply their own office equipment, including telephones and fax machines

Facilities 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 the contract award:

a) As per instruction by the *Project 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 kept up to date for inspection by the *Supervisor* and/or *Project Manager* at all times and this is to be kept in a risk register. This is not for inspection purposes but for management as per core clause 16.

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

The Work is to be carried out next to an existing HV yard and the *Contractor* is to take note of the surrounding foundations, equipment and buildings. Work will be undertaken in the existing live substation environment, and care needs to be taken by the *Contractor* for all these live conditions at all times.

Survey control and setting out of the works

All known services will be pointed out to the *Contractor* after which extreme care will be required while working in that area. Any damage of known pipes, cables or other services must be reported to the *Site Supervisor*, and the damaged service must be restored at the cost of the *Contractor* under the supervision of either the EA or SS.

The *Contractor* is responsible for setting out the works.

Excavations and associated water control

Excavations shall only be done using machinery after careful assessment of the existing underground services and with the consensus of the EA and SS.

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All necessary precautions shall be taken to ensure that deep excavations are safe and that the sides are stable, if not they shall be battered. All excavations are to be properly barricaded at all times.

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

All known services will be pointed out to the *Contractor* after which extreme care will be required while working in that area. Any damage of known pipes, cables or other services must be reported to the Site *Supervisor* and the damaged service must be restored at the cost of the *Contractor* under the supervision of either the EA or SS.

Control of noise, dust, water and waste

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

Sequences of construction or installation

This will be determined by the *Contractor* and the Site *Supervisor* during execution and approved by the *Project Manager*.

Site clearance

Set up compliance with safety requirements (including temporary earth)

Erect the scaffolding

Cleaning of equipment

Coating of equipment

Testing/inspection

Removal of scaffolding

Giving notice of work to be covered up

After construction the *Contractor* is to rehabilitate any damage caused to the environment to the satisfaction of the *Supervisor*. The remedial works are to be "signed-off" by both parties before acceptance.

Hook ups to existing works

The *Contractor* will work in the existing sites and as agreed and arranged with the *Project Manager*.

Installing equipment as per the specifications.

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work except that listed below has

been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

	Item of work	To be completed by
	Any outstanding work as listed in the Completion & Handing Over Certificates.	Within 2 weeks after Completion or as indicated in the Completion certificate.

Use of the *works* before Completion has been certified

Clause 35.2 in ECC3 provides that the *Employer* may use any part of the *works* before Completion has been certified but if he does so he takes over the part of the *works* except if the use is for a reason stated in the Works Information.

Materials facilities and samples for tests and inspections

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

Inspect the condition of infrastructure of the existing boreholes, wall stability, determine depth, borehole yield test and water quality to be in line with SANS 241 standards and Employer to accept

Commissioning

Detailed commissioning procedure and compliance certificate shall be issued by the *Contractor*. Final certificate of compliance shall be issued by the *Contractor* to the *Employer* after Completion.

The *Contractor* shall ensure adherence to all the National and Municipal by-laws in terms of groundwater usage.

The *Contractor* shall issue the COC after the completion of all electrical installation (this will be achieved through the inspection by the MIE). Connect the water pump to the power supply and do the final tests and issue the COC.

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

Take over procedures

Take-over of The Works will be in accordance with NEC procedures in conjunction with National Transmission Company of South Africa standard for substation inspection TST 41-638. The *Contractor*

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advises the *Supervisor* when the Works is available for final inspection and provides assistance. The Take Over will be done after all the works have been completed. After all the outstanding work has been completed the PM will organize for a Take Over certificate to be signed with the *Contractor*.

The *Contractor* shall ensure that all the hand over, inspection and testing reports are signed by the accredited person who takes full responsibility.

The *Contractor* shall sample the water and provide the sample results to the project coordinator before completing the hand over.

Access given by the *Employer* for correction of Defects

The *Project Manager* will arrange for the HV Plant to allow the *Contractor* access to part of the works which has been taken over if needed to correct a Defect. After the works have been put into operation, the HV Plant may require the *Contractor* to undertake certain procedures before such access can be granted.

All the defects identified will be addressed and corrected by the *Contractor* before payment of the retention

Performance tests after Completion

The procedure for performance test is specified under the Project Quality Plan document

Training and technology transfer

As per the SDL&I requirements and commitments, and clause 2.13 above. The *Project Manager* will inform the *Contractor* should the need arise in requiring to obtaining as-built drawings, operating manuals and maintenance schedules before Completion of the whole of the *works*

Operational maintenance after Completion

The *Project Manager* will inform the *Contractor* should the need arise in requiring to obtaining as-built drawings, operating manuals and maintenance schedules before Completion of the whole of the *works*.

Plant and Materials standards and workmanship Investigation, survey and Site clearance

As per Works Information

Building works

As per Works Information

Civil engineering and structural works

As per Works Information

Electrical & mechanical engineering works

As per Works Information

Process control and IT works

Not applicable

List of drawings

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.

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

Drawing number	Revision	Title

C3.2 *CONTRACTOR'S* WORKS INFORMATION

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

Typical sub headings could be

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

This section could also be compiled as a separate file.

PART 4: SITE INFORMATION

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

PART 4: SITE INFORMATION

Core clause 11.2(16) states

“Site Information is information which

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

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

General description

NTCSA Central Grid

All Site Regulations of NTCSA Central Grid Substations are to be adhered to.

Site Regulations are to be adhered to and the following are just minimum requirements:

- Security Access Control Measures Site Regulations are applicable for areas within the specified Working Areas. The *Contractor* must provide approved security access control measures and guarding of the work environment.
- The *Employer* allows access to Site, on request, after:
 - The *Contractor* requests access from the *Project Manager*;
 - The *Contractor* submits copies of the agreement between the *Contractor* as *Employer* and his employees as envisaged by Section 37(2) of Act 85 of 1993;
 - The *Project Manager* accepts the *Contractor's* SMP and Environmental Method Statement;
 - The *Contractor* has made all safety, health, environment and quality appointment required to proceed with Site activities;
 - The *Contractor* provides the safety case between the Parties and it is signed by the Parties; and,
 - The *Project Manager* issues a Site access certificate.
- The *Contractor* is given access to the various equipment sites and such entry permits and keys are considered necessary by the *Project Manager*.
- The *Contractor* complies with the following requirements of the *Employer*:
 - Reporting of faults and failures;
 - Occupation requirements;
 - Safety risk management; and,
 - Environmental constraints and management.