

## NEC3 Engineering and Construction

# Short Contract (ECSC3)

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

and

For **Simmerpan Complex: Major refurbishment of VLI main building (hall, kitchen, Dining, Boardrooms and Accommodation)**

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Documentation prepared by:

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### **Title of the Contract: Simmerpan Complex: Major refurbishment of VLI main building (hall, kitchen, Dinning, Boardrooms and Accommodation)**

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

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

|   |                            |
|---|----------------------------|
| The offered total of the Prices exclusive of VAT is | <b>Rate based contract</b> |
| Value Added Tax @ 15% is                            | <b>Rate based contract</b> |
| The offered total of the Prices inclusive of VAT is | <b>Rate based contract</b> |
| (in words) [●]                                      |                            |

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

Signature(s)

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

Capacity \_\_\_\_\_

For the tenderer: *(Insert name and address of organisation)* \_\_\_\_\_

Name & signature of witness \_\_\_\_\_ Date \_\_\_\_\_

Tenderer's CIDB registration number: \_\_\_\_\_

**Acceptance**

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

The terms of the Contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed and signed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Signature(s) \_\_\_\_\_  
Name(s) \_\_\_\_\_  
Capacity \_\_\_\_\_  
\_\_\_\_\_ *(Insert name and address of organisation)*  
**for the Employer**

Name & signature of witness \_\_\_\_\_ Date \_\_\_\_\_

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

**SIMMERPAN COMPLEX: MAJOR REFURBISHMENT OF VLI MAIN BUILDING (HALL, KITCHEN, DINNING, BOARDROOMS AND ACCOMMODATION)**

**Schedule of Deviations**

Note:

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

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

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

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

**For the tenderer:**

**For the Employer**

|  |   |
|--|---|
| Signature _____<br>Name _____<br>Capacity _____<br>On behalf of _____<br><i>(Insert name and address of organisation)</i><br>_____<br>Name & signature of witness _____<br>_____<br>Date _____ | _____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____ |
|--|---|

**C1.2 Contract Data**

**Data provided by the Employer**

| Clause         | Statement  | Data   |
|----------------|--|--|
| <b>General</b> |  |  |
| 10.1           | The <i>Employer</i> is (Name):   | <b>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</b> |
|                | Address  | <b>Registered office at Megawatt Park, Maxwell Drive, Sandton, Johannesburg</b>  |
| 10.1 & 14.4    | The <i>Employer's</i> representative to whom the <i>Employer</i> in terms of clause 14.4 delegates his actions <sup>1</sup> is (Name): |  |
|                | Address  |  |
|                | Tel No.  |  |
|                | E-mail address   |  |
| 11.2(11)       | The <i>works</i> are   | <b>Simmerpan Complex: Major refurbishment of VLI main building (hall, kitchen, Dinning, Boardrooms and Accommodation</b>                       |
| 11.2(13)       | The Works Information is in  | <b>the document called 'Works Information' in Part 3 of this contract.</b>   |
| 11.2(12)       | The Site Information is in   | <b>the document called 'Site Information' in Part 4 of this contract.</b>  |
| 11.2(12)       | The <i>site</i> is   | <b>Victoria lake Inn</b>   |
| 30.1           | The <i>starting date</i> is.   | TBC  |
| 11.2(2)        | The <i>completion date</i> is.   | TBC  |
| 13.2           | The <i>period for reply</i> is   | <b>One week</b>  |
| 40             | The <i>defects date</i> is   | <b>Twenty six weeks after Completion</b>   |
| 41.3           | The <i>defect correction period</i> is   | <b>Two weeks</b>   |
| 50.1           | The <i>assessment day</i> is the   | <b>the 25th day of each successive month.</b>  |
| 50.5           | The <i>delay damages</i> are   | <b>0.1% per day up to a limit of 10% of the total contract amount</b>  |
| 50.6           | The retention is   | <b>10%</b>   |
| 51.2           | The interest rate on late payment is   | <b>0%</b>  |

**Commented [Z01]:** Please work with Scheduler and put date here

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

|         |   |  |
|---------|---|--|
| 80.1    | The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of | <b>the amount of the deductibles relevant to the event</b>   |
|         | Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?   | <b>No</b>  |
| 93.1    | The <i>Adjudicator</i> is   | <b>the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>). If the Parties do not agree on an Adjudicator the Adjudicator will be appointed by the Arbitration Foundation of Southern Africa (AFSA).</b> |
|         | Address   | <b>TBC</b>   |
|         | Tel No.   | <b>TBC</b>   |
|         | e-mail  | <b>TBC</b>   |
| 93.2(2) | The <i>Adjudicator nominating body</i> is:  | <b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body</b>  |
| 93.4    | The <i>tribunal</i> is:   | <b>arbitration.</b>  |
|         | The <i>arbitration procedure</i> is   | <b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>  |
|         | The place where arbitration is to be held is  | <b>Johannesburg, South Africa</b>  |
|         | The person or organisation who will choose an arbitrator  |  |
|         | - if the Parties cannot agree a choice or   | <b>the Chairman for the time being or his nominee</b>  |
|         | - if the arbitration procedure does not state who selects an arbitrator, is   | <b>of the Association of Arbitrators (Southern Africa) or its successor body.</b>  |

**The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013)<sup>23</sup> and the following additional conditions Z1 to Z11 which always apply:**

**Z1 Cession delegation and assignment**

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

<sup>2</sup> If June 2005 Edition applies, delete April 2013 and insert June 2005

<sup>3</sup> State whether attached as a 'PDF' file in terms of NTCSA's licence, or to be obtained from Engineering Contract Strategies Tel 011 803 3008, Fax 086 539 1902 or [www.ecs.co.za](http://www.ecs.co.za).

**Z2 Change of Broad Based Black Economic Empowerment (B-BBEE) status**

- Z2.1 Where a change in the *Contractor's* legal status, ownership or any other change to his business composition or business dealings results in a change to the *Contractor's* B-BBEE status, the *Contractor* notifies the *Employer* within seven days of the change.
- Z2.2 The *Contractor* is required to submit an updated verification certificate and necessary supporting documentation confirming the change in his B-BBEE status to the *Employer* within thirty days of the notification or as otherwise instructed by the *Employer*.
- Z2.3 Where, as a result, the *Contractor's* B-BBEE status has decreased since the *starting date* the *Employer* may either re-negotiate this contract or alternatively, terminate the *Contractor's* obligation to Provide the Works.
- Z2.4 Failure by the *Contractor* to notify the *Employer* of a change in its B-BBEE status may constitute a reason for termination. If the *Employer* terminates in terms of this clause, the procedures on termination are those stated in Clause 91.1 and the amount due on termination includes amounts listed in Clause 92.1 less a deduction of the forecast additional cost to the *Employer* of completing the works.

**Z3 Confidentiality**

- Z3.1 The *Contractor* does not disclose or make any information arising from or in connection with this contract available to others except where required by this contract. This undertaking does not, however, apply to information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time). Should the *Contractor* disclose information to others where required by this contract the *Contractor* ensures that the provisions of this clause are complied with by the recipient.
- Z3.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until notified otherwise by the *Employer*.
- Z3.3 In the event that the *Contractor* is, at any time, required by law to disclose any such information which is required to be kept confidential, the *Contractor*, to the extent permitted by law prior to disclosure, notifies the *Employer* so that an appropriate protection order and/or any other action can be taken if possible, prior to any disclosure. In the event that such protective order is not, or cannot, be obtained, then the *Contractor* may disclose that portion of the information which it is required to be disclosed by law and uses reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed.
- Z3.4 The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z3.5 The *Contractor* ensures that all his subcontractors abide by the undertakings in this clause.

**Z4 Waiver and estoppel: Add to clause 12.2:**

- Z4.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties or their delegates or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

**Z5 Health, safety and the environment**

- Z5.1 The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works*. Without limitation the *Contractor*:
- accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2014 (promulgated under the Occupational Health & Safety Act 85 of 1993) ("the Construction Regulations") for the Site;
  - warrants that the total of the Prices as at the Contract Date includes a sufficient amount for proper compliance with the Construction Regulations, all applicable health & safety laws and regulations and the health and safety rules, guidelines and procedures provided for in this contract and generally for the proper maintenance of health & safety in and about the execution of *works*; and
  - undertakes, in and about the execution of the *works*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
- Z5.2 The *Contractor*, in and about the execution of the *works*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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

- Z6.1 The *Contractor* provides the *Employer* with a tax invoice in accordance with the *Employer's* procedures stated in the Works Information, showing the correctly assessed amount due for payment.
- Z6.2 If the *Contractor* does not provide a tax invoice in the form and by the time required by this contract, the time by when the *Employer* is to make a payment is extended by a period equal in time to the delayed submission of the correct tax invoice. Interest due by the *Employer* in terms of clause 51.2 is then calculated from the delayed date by when payment is to be made.
- Z6.3 The *Contractor* is required to comply with the requirements of the Value Added Tax Act, no 89 of 1991 (as amended) and to include the *Employer's* VAT number 4710303126 on each invoice he submits for payment.

**Z7 Notifying compensation events**

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

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

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

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

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

**Z10 Addition to Clause 50.5**

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

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

**Z11 Ethics**

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

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

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

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

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

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

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

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

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

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

Z11.2 The *Employer* may terminate the *Contractor's* obligation to Provide the Services if a Committing Party has taken such Prohibited Action and the *Contractor* did not take timely and appropriate action to prevent or remedy the situation, without limiting any other rights or remedies the *Employer* has. It is not required that the Committing Party had to have been found guilty, in court or in any other similar process, of such Prohibited Action before the *Employer* can terminate the *Contractor's* obligation to Provide the Services for this reason.

Z11.3 If the *Employer* terminates the *Contractor's* obligation to Provide the Services for this reason, the amounts due on termination are those intended in core clauses 92.1 and 92.2.

Z11.4 A Committing Party co-operates fully with any investigation pursuant to alleged Prohibited Action. Where the *Employer* does not have a contractual bond with the Committing Party, the *Contractor* ensures that the Committing Party co-operates fully with an investigation.

**Z12 Insurance**

**Z\_12.1 Replace core clause 82 with the following:**

**Insurance cover**

82

- 82.1 When requested by a Party, the other Party provides certificates from his insurer or broker stating that the insurances required by this contract are in force.
- 82.2 The *Contractor* provides the insurances stated in the Insurance Table A, from the *starting date* until the earlier of Completion and the date of the termination certificate.

**INSURANCE TABLE A**

| Insurance against  | Minimum amount of cover or minimum limit of indemnity  | Cover provided until  |
|--|--|---|
| Loss of or damage to the works   | <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>  | The <i>Employer's</i> certificate of Completion has been issued |
| Loss of or damage to Equipment, Plant and Materials  | <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date, where covered by the <i>Employer's</i> insurance</p>  | The Defects Certificate has been issued                         |
| The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works | <p><b>Loss of or damage to property</b><br/> <i>Employer's</i> property</p> <p>The replacement cost where not covered by the <i>Employer's</i> insurance</p> <p>The <i>Employer's</i> policy deductible as at contract date where covered by the <i>Employer's</i> insurance</p> |   |

|   |  |  |
|---|--|--|
|   | <u>Other property</u><br>The replacement cost<br><br><u>Bodily injury to or death of a person</u><br>The amount required by the applicable law |  |
| Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract | The amount required by the applicable law  |  |

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

**INSURANCE TABLE B**

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

**Z13 Nuclear Liability**

- Z13.1 The *Employer* is the operator of the Koeberg Nuclear Power Station (KNPS), a nuclear installation, as designated by the National Nuclear Regulator of the Republic of South Africa, and is the holder of a nuclear licence in respect of the KNPS.
- Z13.2 The *Employer* is solely responsible for and indemnifies the *Contractor* or any other person against any and all liabilities which the *Contractor* or any person may incur arising out of or resulting from nuclear damage, as defined in Act 47 of 1999, save to the extent that any liabilities are incurred due to the unlawful intent of the *Contractor* or any other person or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.

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- Z13.3 Subject to clause Z13.4 below, the *Employer* waives all rights of recourse, arising from the aforesaid, save to the extent that any claims arise or liability is incurred due or attributable to the unlawful intent of the *Contractor* or any other person, or the presence of the *Contractor* or that person or any property of the *Contractor* or such person at or in the KNPS or on the KNPS site, without the permission of the *Employer* or of a person acting on behalf of the *Employer*.
- Z13.4 The *Employer* does not waive its rights provided for in section 30 (7) of Act 47 of 1999, or any replacement section dealing with the same subject matter.
- Z13.5 The protection afforded by the provisions hereof shall be in effect until the KNPS is decommissioned.

**Z14 Asbestos**

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

- AAIA** means approved asbestos inspection authority.
- ACM** means asbestos containing materials.
- AL** means action level, i.e. a level of 50% of the OEL, i.e. 0.1 regulated asbestos fibres per ml of air measured over a 4 hour period. The value at which proactive actions is required in order to control asbestos exposure to prevent exceeding the OEL.
- Ambient Air** means breathable air in area of work with specific reference to breathing zone, which is defined to be a virtual area within a radius of approximately 30cm from the nose inlet.
- Compliance Monitoring** means compliance sampling used to assess whether or not the personal exposure of workers to regulated asbestos fibres is in compliance with the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- OEL** means occupational exposure limit.
- Parallel Measurements** means measurements performed in parallel, yet separately, to existing measurements to verify validity of results.
- Safe Levels** means airborne asbestos exposure levels conforming to the Standard's requirements for safe processing, handling, storing, disposal and phase-out of asbestos and asbestos containing material, equipment and articles.
- Standard** means the *Employer's* 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, normalized to the baseline of a 4 hour continuous period, also applicable to short term exposures, i.e. 10-minute TWA.
- Z14.1 The *Employer* ensures that the Ambient Air in the area where the *Contractor* will Provide the Services conforms to the acceptable prescribed South African standard for asbestos, as per the regulations published in GNR 155 of 10 February 2002, under the Occupational Health and Safety Act, 1993 (Act 85 of 1993) ("Asbestos Regulations"). The OEL for asbestos is 0.2 regulated asbestos fibres per millilitre of air as a 4-hour TWA, averaged over any continuous

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period of four hours, and the short term exposure limit of 0.6 regulated asbestos fibres per millilitre of air as a 10-minute TWA, averaged over any 10 minutes, measured in accordance with HSG248 and monitored according to HSG173 and OESSM.

- Z14.2 Upon written request by the *Contractor*, the *Employer* certifies that these conditions prevail. All measurements and reporting are effected by an independent, competent, and certified occupational hygiene inspection body, i.e. a SANAS accredited and Department of Employment and Labour approved AAIA. The *Contractor* may perform Parallel Measurements and related control measures at the *Contractor's* expense. For the purposes of compliance the results generated from Parallel Measurements are evaluated only against South African statutory limits as detailed in clause Z14.1. Control measures conform to the requirements stipulated in the AAIA-approved asbestos work plan.
- Z14.3 The *Employer* manages asbestos and ACM according to the Standard.
- Z14.4 In the event that any asbestos is identified while Providing the Services, a risk assessment is conducted and if so required, with reference to possible exposure to an airborne concentration of above the AL for asbestos, immediate control measures are implemented and relevant air monitoring conducted in order to declare the area safe.
- Z14.5 The *Contractor's* personnel are entitled to stop working and leave the contaminated area forthwith until such time that the area of concern is declared safe by either Compliance Monitoring or an AAIA approved control measure intervention, for example, per the emergency asbestos work plan, if applicable.
- Z14.6 The *Contractor* continues to Provide the Services, without additional control measures presented, on presentation of Safe Levels. The contractually agreed dates to Provide the Services, including the Completion Date, are adjusted accordingly. The contractually agreed dates are extended by the notification periods required by regulations 3 and 21 of the Asbestos Regulations, 2001.
- Z14.7 Any removal and disposal of asbestos, asbestos containing materials and waste, is done by a registered asbestos contractor, instructed by the *Employer* at the *Employer's* expense, and conducted in line with South African legislation.

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

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

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

---

|      |                           |     |
|------|---------------------------|-----|
| 10.1 | The Contractor is (Name): | [•] |
|      | Address                   | [•] |
|      | Tel No.                   | [•] |
|      | Fax No.                   | [•] |
|      | E-mail address            | [•] |

---

|      |   |      |
|------|---|------|
| 63.2 | The percentage for overheads and profit added to the Defined Cost for people is | [•]% |
| 63.2 | The percentage for overheads and profit added to other Defined Cost is          | [•]% |

---

|         |                      |   |
|---------|----------------------|---|
| 11.2(9) | The Price List is in | <b>the document called 'Price List' in Part 2 of this contract.</b> |
|---------|----------------------|---|

---

|          |  |  |
|----------|--|--|
| 11.2(10) | The offered total of the Prices is<br>[Enter the total of the Prices from the Price List]: | <b>R[•]<br/>excluding VAT<br/>[in words]<br/>[•]<br/>excluding VAT</b> |
|----------|--|--|

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

## C2 Pricing Data

### C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

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

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

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

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



## C3: Scope of Work

### C3.1 Works Information

#### 1. Description of the works

The purpose of this contract is to appoint a suitable qualified Contractor for major refurbishment of VLI main building (hall, kitchen, Dinning, Boardrooms and Accommodation located at Conner of Power and Refinery Road Germiston.

#### Applicable Scope of Work

The Contractor will be expected to perform the following activities: -

- Small earthworks
- Small concrete works
- Drainage (surface, sub- surface, building roofs)
- Water proofing
- Civil related defects
- Pipework & plumbing, installation and repairs
- Small brickworks
- Carpentry works
- Painting
- Tiling
- Glazing

#### Civil works

- Breaking down and removing of brickwork, reinforced concrete including cutting off and removing reinforcement.
- Breaking out and form opening through brick wall for windows including necessary precast or concrete lintels, making good plaster or facings on one or both sides, into reveals.
- Taking out and moving doors, windows, including threshold and sills from brickwork to remain (built up or altering openings elsewhere measured)
- Fixing of existing doors, windows and fanlights
- Construction of ramps and steps
- Demolition work
- Ground stabilization
- Paving
- Tiling and glazing
- Fixing existing roof covering complete with ridge and hip capping, fittings, flashing (elsewhere measured) with pitch not exceeding 50 degrees.
- Replacement of gutters and fascia boards.
- Cleaning of gutters and clean existing roof covering using high pressure water cleaning system and steel brushes removing all loose paint, sprawl and deleterious matter.
- Repair to cracks in existing plaster.
- Taking up and removing vinyl coverings, carpets and suspended floor.
- Replacement/repairs to existing structural steelworks including various types of fencing (Palisade, Clearview etc.).
- Galvanizing of existing steelworks
- Repair, replace and clean curbing
- Repair clean and maintain stormwater pits and pipping.
- Budling waste removal/disposal in accordance with the legal bylaws
- Signage

**SIMMERPAN COMPLEX: MAJOR REFURBISHMENT OF VLI MAIN BUILDING (HALL, KITCHEN, DINNING, BOARDROOMS AND ACCOMMODATION)****Plumbing and Drainage**

- Geysers repair and replacement-
  - ✓ Assess the geyser to diagnose if the geyser is faulty or rusted.
  - ✓ Ensure the power is switched at the main
  - ✓ Drain water from the geyser to prevent water damage.
  - ✓ Replace faulty parts such as thermostat or heating element.
  - ✓ Test the geyser to ensure it operates correctly.
  - ✓ Check geyser pressure valve and other components for safety.
- Unblock/replacement of drain pumps including manholes.
- Replace old rusted and damaged waste pipes.
- Where necessary replace bathtubs and wash basins
- Replace old rusted and leaking taps in the bathrooms and kitchen.
- Where necessary replace old rusted and leaking kitchen sinks
- Check water connection to sewer systems and buildings
- Supply and install of appliance including (water purifiers, hydro boiler etc)
- Grease or replace damaged gullies
- Repairing of burst and leaking pipes
- Install or replace toilets urinals, lavatories, bathtubs, showers, sinks, mixing valves, troughs and faucets.
- Removal of appliances, plumbing fixtures, waste and vent piping and permanent capping of water, drains, vent piping after appliance's, piping system or fixture removal.
- Issue COC as per plumbing regulations
- Provide as build drawing for existing plumbing.
- Installation of shut off valves.
- Separate VLI water supply from the club house (Bora)
- Disposal of building rubble or waste material/items.

**Septic tank**

- Inspect septic tank for cracks and leaks.
- Inspect the pumps electrical float switches, and mechanical components.
- Check the inlet pipes and outlet pipes if they are clogged.
- Inspect if foreign material is not flushed into the septic tank.
- Build Proper barricading around the septic tank.

**Fat trap**

- Check if the lid fit and close firmly, leaving no gaps for insects or small mammals to squeeze through.
- Inspect if there are any cracks or chips in the walls of the fat traps and repair if necessary.
- Inspect and repair all corroded walls.
- Inspect and repair if all pipes are not clogged.

**Electrical**

- Replacement of light bulbs and/or light bulb fittings inside and outside the buildings with energy efficient light bulbs and/or light fittings.
- Assess faulty plugs and fix/replace where necessary.
- Replacement of old damaged kitchen stove
- Perform effective troubleshooting to identify hazards or malfunctions and repair or substitute damaged units.
- Prevent breakdowns of systems by routine inspecting and replacing old wiring and insulated cables, cleaning circuits etc
- Replacement and maintenance of lights and light holders inside and outside the complex.
- Rewiring of DB boards
- Complete replacement of circuit breakers
- Correct labelling of circuit breakers
- Correct labelling of circuit breaker load receivers (e.g., plugs, etc)
- Installation of load protectors
- Correct separation of lines and circuits
- Separation of electricity meters

**SIMMERPAN COMPLEX: MAJOR REFURBISHMENT OF VLI MAIN BUILDING (HALL, KITCHEN, DINNING, BOARDROOMS AND ACCOMMODATION)**

- Create an isolation point for each aircon unit in the complex.
- Develop a wiring diagram.
- Repairing electrical motors for gate.
- Install cable trays.
- Issue COC.

**Carpentry****Ceiling**

- Inspect and repair the ceiling for any damages, check if the ceiling is collapsing or still intact
- Inspected and repair the cornice where necessary.

**Suspended ceiling**

- Inspect the sagging ceiling tiles to ensure that the grid is damaged or compromised.
- Inspect water stains or discolouring on the tiles grids.
- Inspect cracks or holes in the panels or grids caused by accidental impacts or aging
- Inspect mould growth caused by high humidity or moisture.

**Repairing suspended ceiling**

- Identify source of damage to determine best course of action for repairs
- Remove damaged tiles or panel
- Repair or replace damaged grid
- Replace damaged tiles or panels
- Inspect for other damages and make necessary repairs
- Paint or refinish if needed

**Doors**

- Inspect and repair all faulty and damaged doors
- Check for water damages
- Check if the locks are in a working condition and repair if necessary
- Check if the hinges are loose and fix
- Check if the handles are loose and tighten if necessary
- Check if the door need painting and apply paint
- Install master keys

**Carpets**

- Measure the room to get the quantities of the carpet to be installed
- Remove the old carpet and make good
- Prepare the floor before placing new carpet
- Install the carpet track strips
- Install carpet padding
- Lay and secure the carpet
- Anchor the carpet along the walls

**Kitchen Units**

- Inspect and repair all kitchen units
- Inspect the drawers for any damages and repair
- Inspect the door units and repair
- Inspect the door handles and repair
- Inspect the tabletop and repair or replace
- Inspect the wooden structure for any water damages

**Roof structures**

- Inspect the roof structure for any water damages and repair where there are leaks
- Repair or replace roof sheeting that are damaged
- Inspect and repair roof trusses that may be damaged by water or pesticide.
- Inspect and repair gutters, down pipes that may be rusted

**Wall Tiling**

- Measure the width and height of the wall to find out how many tiles you need.
- Use a chisel and hammer to remove existing tiles. Put on a pair of safety goggles before you start removing the tile. Use the chisel to scrape between the tiles and the wall until they've all been removed.
- Fill any cracks or holes in the wall with spackle. Use a scraper to apply the spackle and let it dry according to the package directions.
- Sand the walls with coarse sandpaper to smooth any bumps. You can tile over it, but
- Wipe down the walls with a damp sponge to clear the drywall dust.
- Apply a layer of adhesive to the wall.
- Use the trowel to add grooves to the adhesive.
- Hang the first tiles and continue the row with more adhesive and tiles.
- Add spacers in between each of the tiles to ensure even grout lines.
- Cut your tiles with a wet saw or nippers.
- Hang edge tiles by applying adhesive to the backs of the tiles.
- Remove the spacers before you apply grout.
- Mix the grout and apply it to sections of the wall.
- Use a wet sponge to wipe the grout off the tiles after 30 minutes.
- Go over the tile with a dry sponge after an hour to remove haze from the grout.

**floor tiling****1. Prepare the floor:**

- remove the old carpets/ wooden floor and make good.

clean the surface area to be tilled.

**2. Plan Your Layout:**

- Start at the centre of the room and work outward. Arrange the tiles in your desired pattern. You may need to cut tiles along the edges to fit.

**3. Mix and Apply Mortar:**

- Mix thin-set mortar according to the manufacturer's instructions.
- Use a trowel to spread the mortar on the floor. Lay only enough that you can cover in about 10 minutes.
- Press the tiles into the mortar, using spacers to maintain even gaps between tiles

**4. Cut Tiles as Needed:**

- When you reach the outer edges of the room, you'll likely need to cut tiles to fit. Use a tile cutter or an angle grinder for precise cuts.
- Ensure the tiles around obstacles like toilet flanges and doorways are accurately shaped.

**5. Grout and Seal:**

- After the mortar has set, apply grout between the tiles using a grout float.
- Clean off excess grout with a damp sponge after about 15 minutes.
- Seal the grout using a grout sealer to protect it from stains and moisture

**Painting**

- Smooth and prepare surfaces for painting, including sanding and removing old paint
- Fill nail holes, cracks, and joints with plaster or other filler
- Tape, float and texture walls and ceilings
- Calculate material needed for a project
- Mix paint to an agreed shade
- Preparing surrounding areas by covering with cloth or plastic to prevent messes.
- Paint surfaces using brushes, rollers and spraying equipment
- Stain, seal and vanish wood surfaces
- Erect scaffold or set up ladders to perform task above ground level
- Inspect jobs upon completion and ensure areas are clean
- Store, handle and dispose of paint, knavish and other chemicals according to established procedure.

**SIMMERPAN COMPLEX: MAJOR REFURBISHMENT OF VLI MAIN BUILDING (HALL, KITCHEN, DINNING, BOARDROOMS AND ACCOMMODATION)****Glazing**

- Remove clips and old putty.
- Remove the old broken or cracked glass from the frame.
- Measure the size of the window opening.
- Clean and oil the area
- Insert the glass and press firmly.
- Replace the putty and allow it to dry.
- Apply coat of paint on the putty and window frame

**Welding**

- Remove all rusted steel work and replace with good new steel.
- Loose window frames to be welded.
- Palisade fence to be fixed where necessary.
- Steel gate to be repaired where necessary.
- Ensure the right tools, material, and protective personal clothing (PPE)

**Brickwork and paving**

- Prepare the pathway by clearing vegetation and old concrete. Ensure that the surface is level and lay a bed of crushed rock.
- Mix the sand and cement.
- Lay pavers in a simple offset pattern.
- Run a string line to ensure the paving is level.
- Apply sand and cement to close the pavers.
- Replant indigenous trees

**Waterproofing**

- Clean and prepare surfaces for application of sealants or other waterproofing material.
- Inspect roofs and other structures to identify leaks or damages that may require repair before applying waterproofing product.
- Inspect the material after installation to ensure that it was applied correctly.
- Clean up spills or other accidents that may occur during application process.
- Inspect the condition of existing waterproofing to determine when they need to be replaced.
- Apply liners to walls or floors to prevent water damage from seeping into areas where it is not desired such as inside walls cavities or underneath floors

**Boardrooms****Installation and maintenance of blinds**

- Check and repair brackets that are loose
- Check and maintain the cords, chains and mechanism to ensure they are functioning correctly. Replace any damaged cords and lubricate moving parts if necessary to prevent sticking malfunction.
- Rotate blinds to prevent fading due to sun exposure

**HVAC&R**

- Install / Replace existing extraction system for ventilation in general spaces (kitchens and bathrooms)
- Install new air conditioners in office spaces, dining halls, kitchen and boardrooms
- Consider natural ventilation for open areas/spaces
- Create sub-DBs for HVAC and issue COCs
- Upgrade aircons in servers, boardrooms and large open plan areas in consideration with space planning and future upgrades
- Consider proper ventilation needed to store acids, liquids and other sensitive material and equipment

**2. Drawings**

| Drawing number  | Revision | Title               |
|-----------------|----------|---------------------|
| VLI-01-AR-5-100 |          | Site Plan           |
| VLI-01-AR-5-101 |          | GROUND FLOOR PLN_ C |
| VLI-01-AR-5-102 |          | GROUND FLOOR PLN_ B |
| VLI-01-AR-5-104 |          | FIRST FLOOR PLN_ C  |
| VLI-01-AR-5-105 |          | FIRST FLOOR PLN_ B  |
| VLI-01-AR-5-106 |          | ELEVATIONS          |
|                 |          |                     |
|                 |          |                     |
|                 |          |                     |
|                 |          |                     |

**3. Specifications**

**Commented [Z03]:** Lets tick specifications for SHEQ and technical requirements

| Title   | Date revision | or | Tick if available                   | publicly |
|---|---------------|----|-------------------------------------|----------|
| <b>General Specifications:</b>                                      |               |    |                                     |          |
| Act No 85: Occupational Health and Safety Act & Regulations.        |               |    | <input checked="" type="checkbox"/> |          |
| 32-37: Eskom Substance Abuse Procedure.                             |               |    | <input checked="" type="checkbox"/> |          |
| 240-62946386: Eskom Vehicle and Driver Safety Management Procedure. |               |    | <input checked="" type="checkbox"/> |          |
| The Environment Conservation Act 73 of 1989                         |               |    |                                     |          |
| 32-95: Occupational Health and Safety Incident Management Procedure |               |    | <input checked="" type="checkbox"/> |          |
| <b>Technical specifications:</b>                                    |               |    |                                     |          |

|                                       |  |  |
|---------------------------------------|--|--|
| ISO 9001: Quality Management Systems. |  |  |
|---------------------------------------|--|--|

**4. Constraints on how the Contractor Provides the Works**

- Access to the site will be via the main security gate. The Employer informs the Contractor of the access procedures, and it should be expected that such procedures may change depending on the prevailing security situation.

**4.1 Meetings**

Monthly Meetings shall take place on site (face-to-face) to discuss all issues or plans for all perimeters for the contract or project (time, cost, quality, environment and health and safety). Monthly Meetings preferred at the start of each month for the good planning of activities on site. The Employer can request the 'Emergency Meeting' at any given time if there are serious issues or risks that can affect the service delivery for the project / contract. All meetings shall be chaired by the service manager. Ms Teams can be used as alternative platform due to unforeseen and other circumstances or very urgent issues e.g., Emergency Meeting, etc.

All meetings shall be recorded in the form of minutes, or a register prepared and circulated by a person who convened the meetings. The 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 condition of contract to carry out such actions or instructions.

| Title and purpose   | Approximate interval   | Location  | Attendance by:  |
|---|--|-----------|---|
| Kick of meeting   | Minimum within 1 week after start date   | Simmerpan | Service Manager, Contractor and Supervisors   |
| Overall contract progress and feedback in terms of contract obligations Safety, health, environmental and quality meeting | Monthly intervals or when deemed required by the Service Manager   | Simmerpan | Employer, Service Manager, Relevant Eskom representatives and appointed Contractor/Sub-contractor |
| Contractor Forums   | As and when deemed necessary   | Simmerpan | Employer, Service Manager, Relevant Eskom representatives and appointed Contractor/Sub-contractor |
| Daily safety Toolbox Talks and pre task risk assessment   | Daily before work starts on site with signed attendance registers by the Contractor's employees and signed off minutes by the Contractor's site Agent or manager | Simmerpan | Contractor and his/her employees  |

#### 4.2 Use of standard forms

ISO - International organization for standardization  
SANS- South African National Standards

#### 4.3 Invoicing and payment

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

The *Contractor* shall address the tax invoice to include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*.
- The contract number and title.
- *Contractor's* VAT registration number.
- The *Employer's* VAT registration number 4740101508.
- Description of service provided for each item invoiced based on the Price List.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.
- Electronic submission of invoices via email
- Signed service delivery note(s) must accompany the required invoice(s) for payment.

#### Invoices and Additional Information

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

#### Follow-up with Finance Shared Services (FSS):

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

Introducing electronic invoicing does not guarantee payment but will ensure visibility of all invoices as well as ensure that no invoices are lost. If the Goods Receipt (GR) is **not** done, the invoice will be parked, and the

system will automatically send an email to the end user to do the GR. This is also tracked by Eskom through the parked invoice report.

**4.4 Records of Defined Cost**

As a control measure, it is required for the Contractor to maintain record keeping of all defined cost items for the purpose of compensation event management. A schedule of these cost components may not be listed in the contract price list and should be provided by the Contractor when required or when requested by the Employer.

**4.5 Skill Development Industrialisation and Localisation**

N/A

Commented [Z04]: Need to confirm this with Procurement

**4.6 BBBEE and preferencing scheme**

**1. Transformation – BBBEE Improvement or Retention Plan**

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

Eskom 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, Eskom 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

**Job Opportunities**

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 |
|----------------------------|------------------------------|
| Plumber                    | 2                            |
| Carpenter                  | 2                            |
| Safety Representative      | 1                            |

The Contractor shall keep accurate records and provide the Service Manager with reports on the Contractor's actual delivery against the above stated SDL&I criteria.

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

**4.7 Facilities to be provided by the *Contractor***

*The contractor shall provide all office space and storage for their material, tools and equipment*

The *Contractor* shall provide all tools and equipment required for the project.

**4.8 Title to material from excavation and demolition**

All material of value discovered by the *Contractor* when doing excavations belongs to the Employer.

**4.9 Design by the *Contractor***

N/A

**Commented [Z05]:** Are you sure that the Contractor will do any designs?

**4.10 Cataloguing requirements by the *Contractor***

Not applicable

**5. Requirements for the programme**

The contractor is expected to submit a program to the Employer within time frames specified in the Contract Data.

**6. Services and other things provided by the *Employer***

| Item              | Date by which it will be provided |
|-------------------|-----------------------------------|
| Electricity       | TBC                               |
| Water Supply      | TBC                               |
| Sanitary services | TBC                               |
|                   |                                   |
|                   |                                   |
|                   |                                   |
|                   |                                   |
|                   |                                   |
|                   |                                   |
|                   |                                   |
|                   |                                   |

## C4: Site Information

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

#### 1. Access limitations

During the progress of the work the *Contractor* shall provide reasonable access to other *Contractors* to execute work carried out by other *Contractors*

- The *Employer* reserves the right for its Security personnel to search persons or vehicles entering or leaving the premises. This includes, but is not limited to staff, briefcases, bags and toolboxes.
- All tools, equipment and material shall be declared upon entering security access point
- Removal permit shall be required upon removing any material on site
- All persons entering Eskom sites are subjected to alcohol testing.

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

N/A

#### 3. Hidden and other services within the *site*

N/A

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

Victoria lake Inn an Eskom's hotel that has 115 room for accommodation rooms, a kitchen, Dining Hall, and boardrooms that has depleted over the years and need major refurbishment. The scope will include plumbing, painting, electrical, carpentry, tilling etc.

Victoria lake Inn is in Germiston